

19. Item No.	20. Schedule Of Supplies/Services	21. Quantity	22. Unit	23. Unit Price	24. Amount

32a. Quantity In Column 21 Has Been

☐ Received ☐ Inspected ☐ Accepted, And Conforms To The Contract, Except As Noted: _____

32b. Signature Of Authorized Government Representative	32c. Date	32d. Printed Name and Title of Authorized Government Representative
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32e. Mailing Address of Authorized Government Representative	32f. Telephone Number of Authorized Government Representative
	32g. E-Mail of Authorized Government Representative

33. Ship Number	34. Voucher Number	35. Amount Verified Correct For	36. Payment	37. Check Number
<input type="checkbox"/> Partial <input type="checkbox"/> Final			<input type="checkbox"/> Complete <input type="checkbox"/> Partial <input type="checkbox"/> Final	

38. S/R Account No.	39. S/R Voucher Number	40. Paid By
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41a. I Certify This Account Is Correct And Proper For Payment	42a. Received By (Print)
41b. Signature And Title Of Certifying Officer	42b. Received At (Location)
	42c. Date Rec'd (YY/MM/DD)
	42d. Total Containers

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Name of Offeror or Contractor:		

SUPPLEMENTAL INFORMATION

THE FOLLOWING AMENDMENTS HAVE BEEN INCORPORATED

0001
0002
0003
0004
0005

Buyer Name: LORRAINE CARRUBA
Buyer Office Symbol/Telephone Number: ACC-NJ-ES/(609)562-3195
Type of Contract 1: Firm Fixed Price
Type of Contract 2: Cost No Fee
Kind of Contract: Service Contracts

*** End of Narrative A0000 ***

The purpose of this amendment is to remove FAR Clause 52.222-17, Nondisplacement of Qualified Workers, and incorporate Questions and Answers Dated 1 June 2015.

*** END OF NARRATIVE A0003 ***

The purpose of this amendment is to incorporate questions and answers dated 3 June 2015.

*** END OF NARRATIVE A0004 ***

QUESTIONS AND ANSWERS

W15QKN-15-R-0048

3 June 2015

1. Given that FAR 52.222-17 (Non-displacement of qualified Workers) is listed in the SF1449 and on page 53 of the RFP states:
B. Subfactor (2) Personnel Knowledge & Experience (not more than 20 pages) that demonstrates proposed instructors work experience and qualifications as they pertain to required OCS Instructor Qualifications identified in PWS Technical Exhibit Four:

1. Resume for each proposed instructor.
2. DAWIA Level III Certificate for each proposed instructor.
3. Unofficial transcripts for each proposed instructor.
4. Self-certification of proposed instructors required physical capabilities
5. Certificate of completion of the Army OCS course or the equivalent, Joint OCS

Since the winning contractor will have to offer current instructors their positions and assuming current instructors meet all of these requirements in the RFP, the RFP requirements to provide resumes, DAWIA Level III, unofficial transcripts etc. would seem very difficult unless you're the incumbent. Will the government consider removing this requirement for instructor given that FAR 52.222-17 is listed since the incumbent is favored?

A: FAR Clause 52.222-17 has been removed.

2. Are there any key personnel? Will key personnel (such as the PM) have to meet the sub-factors for instructors? Will the government allow 60-90 days for management to take the OCS course if required?

A: The Government will evaluate in accordance with the solicitation criteria. As stated at Technical Exhibit (TE) Four, OCS Instructor Qualification Verification Form, instructors will have to meet the TE Four identified requirements. Unless they will serve as instructors on the contract, a PM or other offeror personnel would not be required to meet the solicitation criteria.

3. CLINs 1003, 2003, 3003, paragraph C-1.12.1, and C-3.1 discuss a Faculty Development Course (FDP) requirement as well as a reimbursable cost for each instructor. However, I'm unable to find any reference to how many days this course is programmed. Would you please tell me how many days this Faculty Development course lasts? The number of days is important from a pricing perspective.

A: The FDP course at Army Logistics University (ALU) lasts 5 days.

4. On page 31, FAR 52.222-42, Statement of Equivalent Rates for Federal Hires, is checked and reference to Occupational Code 15090, Technical Instructor (GS-7) is made. However, TE 4, which outlines the desired qualifications (BS, DAWIA Level III, etc.), does not appear to match a GS-7. Additionally, the job description for a Technical Instructor (15090) found in the SCA Directory of

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Name of Offeror or Contractor:

Occupations (5th edition) does not appear to match the qualifications the government is requesting in TE 4 as well. We would appreciate some clarification on the governments intent with the Wage Determination requirement and this particular Occupational Code cited on page 31.

A: The Federal equivalent is dependent on the Occupational Code selected. The occupational code of 15090, Technical Instructor, is appropriate for the requirement. Furthermore, the referenced clause, 52.222-42, specifically states that the employee classification/wage rate included in the clause is for information only and not a wage determination. Contractors shall utilize wage determination 2005-2545 included as attachment 0001 to the solicitation.

5. Is this a new contract or is this a re-compete?

A: This was previously procured under contract number W91QF5-11-C-0014 with AESIR Group International, 12395 Oracle Blvd, Suite 340, Colorado Springs, CO 80921-3903, but the Performance Work Statement has since been revised.

6. If this is a re-compete, would you please provide the name of the incumbent, the current contract number, contract value, and the number of instructors assigned to this contract by the incumbent?

A: Contract W91QF5-11-C-0014 was awarded for 2 years for a total value of \$1,124,922.04 and was extended for two months through 13 November 2013 increasing the value to \$1,450,222.36. The number of instructors is proprietary information.

7. Paragraph 8 on page 4 of the Executive Summary states that the government projects ordering instructors for 14 courses during each of the 3 ordering periods. Can the government provide the estimated dates & locations for the first ordering period at this time or is this still TBD?

A: The full schedule has not been completed. A partial course schedule for FY16 is available on the Army Training Requirements and Resources System(ATTRS) course catalogue: <https://www.atrrs.army.mil/atrrscc/>

8. FYI only: On page 4 of the Executive Summary, paragraph 9 is missing. The Executive Summary on this page goes from paragraph 8 to paragraph 10.

A: The Executive Summary has been renumbered.

*** END OF NARRATIVE A0005 ***

Regulatory Cite	Title	Date
1	52.224-4001 DISCLOSURE OF UNIT PRICE INFORMATION (AS7029)	OCT/2010

This constitutes notification pursuant to Executive Order 12600, Pre-Disclosure Notification Procedures for Confidential Commercial Information (June 23, 1987), of our intention to release unit prices in response to any request under the Freedom of Information Act, USC 552. Unit price is defined as the contract price per unit or item purchased. We consider any objection to be waived unless the contracting officer is notified of your objection to such posting prior to submission of initial proposals.

EXECUTIVE SUMMARY

1. Introduction: The U.S. Army Contracting Command - New Jersey, Fort Dix, New Jersey, on behalf of the Army Logistics University has requirement to provide instructor services.

2. Contracting Strategy: This requirement is being procured in accordance with FAR Subpart 13.5, Test Program for Certain Commercial Items. The proposed strategy is to award a single Firm Fixed Price (FFP)/Cost Reimbursement (CR) (no fee), Indefinite Delivery/Indefinite Quantity (IDIQ) contract to the offeror that is determined to represent Best Value to the Government, utilizing the Lowest Price Technically Acceptable Source Selection methodology. For proposal instructions and submittal information, see Section L, entitled Instructions, Conditions, and Notices to Offerors. For the basis of award of a contract, see Section M, entitled Evaluation Factors for Award.

3. Contract Type: This will be a three (3) year FFP/CR(no fee) IDIQ type contract. Task Orders will be issued in accordance with FAR 16.505 Ordering. Task Orders will set forth the requirements for Delivery Schedules, Inspection/Acceptance, etc. See Section I clauses entitled, "Ordering" DFARS 252.216-7006 (May 2011), "Order Limitations" FAR 52.216-19 (Oct 1995); and, "Indefinite Quantity" FAR 52.216-22 (Oct 1995).

4. Minimum/Maximum Requirement: Pursuant to FAR 16.504(a)(2), the contract will have a guaranteed minimum requirement of \$15,000, to awarded concurrently with the basic contract. The estimated contract ceiling is established at \$1,103,311.

5. Contract Years: This contract will have three (3) one (1) year ordering periods. The ordering periods are as follows:

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Year 1 - 12 months from date of contract award. Year 2 - 12 months following year 1 Year 3 - 12 months following year 2 Actual dates will be filled in all the CLINs/SLINs upon contract award.		
6. Pricing: The offeror shall fill in FFP for CLINs 1001, 1003 and 1004 and the corresponding second and third year ordering period CLINs. CLIN 1002 and corresponding second and third year ordering period CLINs are CR (no fee) line items and will include the Government plug prices as identified below. Submission of data in accordance with the Contract Data Requirements List (CDRL), DD Form 1423 (CLIN 3005), is a requirement for the contract, but shall be "Not Separately Priced". See the section pertaining to pricing in Section L and M for details. In order to be eligible for award, offerors must propose all CLINs for all ordering periods. Government CR (No Fee) Plug Numbers: 1002 Travel - \$47,474 2002 Travel - \$47,427 3002 Travel - \$48,356		
7. Solicitation: Clauses and provisions that are applicable to this solicitation are located in the appropriate sections of this solicitation. In order to have a complete copy, interested parties need to download the entire solicitation, inclusive of all applicable sections, all applicable attachments, and all applicable amendments. If conflict exists between this summary, and the provisions of the solicitation, the provisions of the solicitation govern. 8. The Government currently projects ordering instructors for an estimated 14 courses for each ordering period during Ordering Periods One, Two and Three. All Task Orders placed will be awarded in accordance with the terms and conditions of the basic contract. Cost reimbursable travel will be reimbursed in accordance with FAR Subpart 31.205-46 and the Joint Travel Regulation (JTR) 9. This Executive Summary has been prepared as an aid to you, the potential offeror. The Government has made every effort to accurately reflect the requirements and information contained in this solicitation. However, if there are any inconsistencies between the executive summary and the RFP, the RFP will govern. All questions on this solicitation should be addressed to Linda A. Schmidt, email linda.a.schmidt12.civ@mail.mil.		
<p style="text-align: center;">*** END OF NARRATIVE A0001 ***</p>		
QUESTIONS AND ANSWERS W15QKN-15-R-0048 1 June 2015		
1. Given that FAR 52.222-17 (Non-displacement of qualified Workers) is listed in the SF1449 and on page 53 of the RFP states: B. Subfactor (2) Personnel Knowledge & Experience (not more than 20 pages) that demonstrates proposed instructors work experience and qualifications as they pertain to required OCS Instructor Qualifications identified in PWS Technical Exhibit Four: 1. Resume for each proposed instructor. 2. DAWIA Level III Certificate for each proposed instructor. 3. Unofficial transcripts for each proposed instructor. 4. Self-certification of proposed instructors required physical capabilities 5. Certificate of completion of the Army OCS course or the equivalent, Joint OCS Since the winning contractor will have to offer current instructors their positions and assuming current instructors meet all of these requirements in the RFP, the RFP requirements to provide resumes, DAWIA Level III, unofficial transcripts etc. would seem very difficult unless you're the incumbent. Will the government consider removing this requirement for instructor given that FAR 52.222-17 is listed since the incumbent is favored? A: FAR Clause 52.222-17 has been removed. 2. Are there any key personnel? Will key personnel (such as the PM) have to meet the sub-factors for instructors? Will the government allow 60-90 days for management to take the OCS course if required? A: The Government will evaluate in accordance with the solicitation criteria. As stated at Technical Exhibit (TE) Four, OCS Instructor Qualification Verification Form, instructors will have to meet the TE Four identified requirements. Unless they will serve as instructors on the contract, a PM or other offeror personnel would not be required to meet the solicitation criteria.		
<p style="text-align: center;">*** END OF NARRATIVE A0002 ***</p>		

The purpose of this amendment is to incorporate questions and answers dated 10 June 2015.

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Name of Offeror or Contractor:		
<p>QUESTIONS AND ANSWERS W15QKN-15-R-0048 10 June 2015</p>		
<p>1. Given that FAR 52.222-17 (Non-displacement of qualified Workers) is listed in the SF1449 and on page 53 of the RFP states: B. Subfactor (2) Personnel Knowledge & Experience (not more than 20 pages) that demonstrates proposed instructors work experience and qualifications as they pertain to required OCS Instructor Qualifications identified in PWS Technical Exhibit Four:</p>		
<p>1. Resume for each proposed instructor. 2. DAWIA Level III Certificate for each proposed instructor. 3. Unofficial transcripts for each proposed instructor. 4. Self-certification of proposed instructors required physical capabilities 5. Certificate of completion of the Army OCS course or the equivalent, Joint OCS</p>		
<p>Since the winning contractor will have to offer current instructors their positions and assuming current instructors meet all of these requirements in the RFP, the RFP requirements to provide resumes, DAWIA Level III, unofficial transcripts etc. would seem very difficult unless you're the incumbent. Will the government consider removing this requirement for instructor given that FAR 52.222-17 is listed since the incumbent is favored?</p>		
<p>A: FAR Clause 52.222-17 has been removed.</p>		
<p>2. Are there any key personnel? Will key personnel (such as the PM) have to meet the sub-factors for instructors? Will the government allow 60-90 days for management to take the OCS course if required?</p>		
<p>A: The Government will evaluate in accordance with the solicitation criteria. As stated at Technical Exhibit (TE) Four, OCS Instructor Qualification Verification Form, instructors will have to meet the TE Four identified requirements. Unless they will serve as instructors on the contract, a PM or other offeror personnel would not be required to meet the solicitation criteria.</p>		
<p>3. CLINS 1003, 2003, 3003, paragraph C-1.12.1, and C-3.1 discuss a Faculty Development Course (FDP) requirement as well as a reimbursable cost for each instructor. However, I'm unable to find any reference to how many days this course is programmed. Would you please tell me how many days this Faculty Development course lasts? The number of days is important from a pricing perspective.</p>		
<p>A: The FDP course at Army Logistics University (ALU) lasts 5 days.</p>		
<p>4. On page 31, FAR 52.222-42, Statement of Equivalent Rates for Federal Hires, is checked and reference to Occupational Code 15090, Technical Instructor (GS-7) is made. However, TE 4, which outlines the desired qualifications (BS, DAWIA Level III, etc.), does not appear to match a GS-7. Additionally, the job description for a Technical Instructor (15090) found in the SCA Directory of Occupations (5th edition) does not appear to match the qualifications the government is requesting in TE 4 as well. We would appreciate some clarification on the government's intent with the Wage Determination requirement and this particular Occupational Code cited on page 31.</p>		
<p>A: The Federal equivalent is dependent on the Occupational Code selected. The occupational code of 15090, Technical Instructor, is appropriate for the requirement. Furthermore, the referenced clause, 52.222-42, specifically states that the employee classification/wage rate included in the clause is for information only and not a wage determination. Contractors shall utilize wage determination 2005-2545 included as attachment 0001 to the solicitation.</p>		
<p>5. Is this a new contract or is this a re-compete?</p>		
<p>A: This was previously procured under contract number W91QF5-11-C-0014 with AESIR Group International, 12295 Oracle Blvd, Suite 340, Colorado Springs, CO 80921-3903, but the Performance Work Statement has since been revised.</p>		
<p>6. If this is a re-compete, would you please provide the name of the incumbent, the current contract number, contract value, and the number of instructors assigned to this contract by the incumbent?</p>		
<p>A: Contract W91QF5-11-C-0014 was awarded for 2 years for a total value of \$1,124,922.04 and was extended for two months through 13 November 2013 increasing the value to \$1,450,222.36. The number of instructors is proprietary information.</p>		
<p>7. Paragraph 8 on page 4 of the Executive Summary states that the government projects ordering instructors for 14 courses during each of the 3 ordering periods. Can the government provide the estimated dates & locations for the first ordering period at this time or is this still TBD?</p>		
<p>A: The full schedule has not been completed. A partial course schedule for FY16 is available on the Army Training Requirements and Resources System (ATRRS) course catalogue: https://www.atrrs.army.mil/atrrscc/</p>		

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Name of Offeror or Contractor:

8. FYI only: On page 4 of the Executive Summary, paragraph 9 is missing. The Executive Summary on this page goes from paragraph 8 to paragraph 10.

A: The Executive Summary has been renumbered.

9. The PWS paragraph C-5.1.1 states quote mark In support of each designated course, the Contractor shall provide two qualified instructors... quote mark. Is the Government's intent that each course delivery requires 2 instructors teaching/facilitating the entire course time, or is one instructor necessary to teach the course, with one serving as an 'on-call' backup?

A: The government's intent is for the contractor to provide two instructors on site to teach and facilitate for the duration of each course as identified in PWS paragraph C-5.1.1.

10. In order to meet the requirement in TE4 for instructors to complete the Army's OCS course or the equivalent, can the offeror arrange for its instructors to complete this training (at its own expense) prior to the beginning of the first period of performance, awarded a contract? Or must all proposed instructors already have completed this training as of the date of offer submission?

A: Completion of the OCS course or JOPEC is required prior to proposal submission as identified in solicitation Section M, paragraph C.2.1.

*** END OF NARRATIVE A0006 ***

The purpose of this amendment is to incorporate questions and answers dated 15 June 2015 and revise Addendum to FAR Clause 52.212-1, Instructions to Offerors paragraphs 3 and 14.c. based on responses to questions.

PLEASE NOTE: NO QUESTIONS WILL BE ACCEPTED AFTER FRIDAY, JUNE 26, 2015.

QUESTIONS AND ANSWERS
15 June 2015

1. Given that FAR 52.222-17 (Non-displacement of qualified Workers) is listed in the SF1449 and on page 53 of the RFP states:
B. Subfactor (2) Personnel Knowledge & Experience (not more than 20 pages) that demonstrates proposed instructors work experience and qualifications as they pertain to required OCS Instructor Qualifications identified in PWS Technical Exhibit Four:

1. Resume for each proposed instructor.
2. DAWIA Level III Certificate for each proposed instructor.
3. Unofficial transcripts for each proposed instructor.
4. Self-certification of proposed instructors required physical capabilities
5. Certificate of completion of the Army OCS course or the equivalent, Joint OCS

Since the winning contractor will have to offer current instructors their positions and assuming current instructors meet all of these requirements in the RFP, the RFP requirements to provide resumes, DAWIA Level III, unofficial transcripts etc. would seem very difficult unless you're the incumbent. Will the government consider removing this requirement for instructor given that FAR 52.222-17 is listed since the incumbent is favored?

A: FAR Clause 52.222-17 has been removed.

2. Are there any key personnel? Will key personnel (such as the PM) have to meet the sub-factors for instructors? Will the government allow 60-90 days for management to take the OCS course if required?

A: The Government will evaluate in accordance with the solicitation criteria. As stated at Technical Exhibit (TE) 4, OCS Instructor Qualification Verification Form, instructors will have to meet the TE Four identified requirements. Unless they will serve as instructors on the contract, a PM or other offeror personnel would not be required to meet the solicitation criteria.

3. CLINS 1003, 2003, 3003, paragraph C-1.12.1, and C-3.1 discuss a Faculty Development Course (FDP) requirement as well as a reimbursable cost for each instructor. However, I'm unable to find any reference to how many days this course is programmed. Would you please tell me how many days this Faculty Development course lasts? The number of days is important from a pricing perspective.

A: The FDP course at Army Logistics University (ALU) lasts 5 days.

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Name of Offeror or Contractor:		
<p>4. On page 31, FAR 52.222-42, Statement of Equivalent Rates for Federal Hires, is checked and reference to Occupational Code 15090, Technical Instructor (GS-7) is made. However, TE 4, which outlines the desired qualifications (BS, DAWIA Level III, etc.), does not appear to match a GS-7. Additionally, the job description for a Technical Instructor (15090) found in the SCA Directory of Occupations (5th edition) does not appear to match the qualifications the government is requesting in TE 4 as well. We would appreciate some clarification on the government's intent with the Wage Determination requirement and this particular Occupational Code cited on page 31.</p>		
<p>A: The Federal equivalent is dependent on the Occupational Code selected. The occupational code of 15090, Technical Instructor, is appropriate for the requirement. Furthermore, the referenced clause, 52.222-42, specifically states that the employee classification/wage rate included in the clause is for information only and not a wage determination. Contractors shall utilize wage determination 2005-2545 included as attachment 0001 to the solicitation.</p>		
<p>5. Is this a new contract or is this a re-compete?</p>		
<p>A: This was previously procured under contract number W91QF5-11-C-0014 with AESIR Group International, 12295 Oracle Blvd, Suite 340, Colorado Springs, CO 80921-3903, but the Performance Work Statement has since been revised.</p>		
<p>6. If this is a re-compete, would you please provide the name of the incumbent, the current contract number, contract value, and the number of instructors assigned to this contract by the incumbent?</p>		
<p>A: Contract W91QF5-11-C-0014 was awarded for 2 years for a total value of \$1,124,922.04 and was extended for two months through 13 November 2013 increasing the value to \$1,450,222.36. The number of instructors is proprietary information.</p>		
<p>7. Paragraph 8 on page 4 of the Executive Summary states that the government projects ordering instructors for 14 courses during each of the 3 ordering periods. Can the government provide the estimated dates & locations for the first ordering period at this time or is this still TBD?</p>		
<p>A: The full schedule has not been completed. A partial course schedule for FY16 is available on the Army Training Requirements and Resources System (ATTRS) course catalogue: https://www.attrs.army.mil/attracc/</p>		
<p>8. FYI only: On page 4 of the Executive Summary, paragraph 9 is missing. The Executive Summary on this page goes from paragraph 8 to paragraph 10.</p>		
<p>A: The Executive Summary has been renumbered</p>		
<p>9. The PWS paragraph C-5.1.1 states quote mark In support of each designated course, the Contractor shall provide two qualified instructors... quote mark. Is the Government's intent that each course delivery requires 2 instructors teaching/facilitating the entire course time, or is one instructor necessary to teach the course, with one serving as an 'on-call' backup?</p>		
<p>A: The government's intent is for the contractor to provide two instructors on site to teach and facilitate for the duration of each course as identified in PWS paragraph C-5.1.1.</p>		
<p>10. In order to meet the requirement in TE4 for instructors to complete the Army's OCS course or the equivalent, can the offeror arrange for its instructors to complete this training (at its own expense) prior to the beginning of the first period of performance, awarded a contract? Or must all proposed instructors already have completed this training as of the date of offer submission?</p>		
<p>A: Completion of the OCS course or JOPEC is required prior to proposal submission as identified in solicitation Section M, paragraph C.2.1.</p>		
<p>11. Paragraph 4 of the Executive Summary, Minimum/Maximum Requirement, states that the estimated contract ceiling is established at \$1,103,311. (pg2)</p>		
<p>Q: Are the travel plug numbers totaling \$147,257 on pg 3 included in the estimated contract ceiling of \$1,103,311?</p>		
<p>A: Yes, although please note the travel plug numbers identified in the Executive Summary paragraph 6 and line items 1002/2002/3002 total \$143,257.</p>		
<p>12. C-1.1 Description of Services: During the two-week training periods identified by the Government, the contractor shall provide all instructors, transportation, supervision, and non-personal services necessary to perform instructor services as defined in this performance work statement (PWS) except for those items specified as government furnished property and services (see C-3).</p>		
<p>Q: Student Materials are not referenced in C-3 specifically. Please confirm that Government will prepare and provide any and all student materials for each course delivery. This is critical to Offerors pricing proposals.</p>		
<p>A: Student Materials are included in courseware identified in the Performance Work Statement (PWS) paragraph C-3.5.</p>		

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13. C-3.1: The Government indicates it will reimburse the Offeror \$1917.00 for each instructor attending the FDP1 course.		
Q: Is this a web-based, blended, or virtual delivery?		
A: It is a classroom-based, instructor led course.		
14. If it is a classroom-based, instructor-led course please confirm that the Government will reimburse Offeror for any travel and living expenses incurred by the Offerors Instructors attending.		
A: Please refer to PWS paragraph C-1.6, Travel, which states in part that, The US Government will reimburse the Contractor for authorized travel in accordance with joint travel regulations and published per diem rates\85		
15. If it is a classroom-based, instructor-led course please advise where it is delivered (site and city).		
A The Faculty Development Course is a 5-day course at the Army Logistics University at Fort Lee, VA.		
16. PWS paragraph C-1.19 Contractor Manpower Report (CMR): The Contractor shall report all contract instructor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for the Army Logistics University instructor services via a secure data collection site.		
Q: Since the engagement is a Firm Fixed Price (FFP)/Cost Reimbursement (CR) (no fee) contract, the contractor is expected to receive payment based on the results achieved and not on the effort expended; why is a CMR required for this effort?		
A: CMR is required for all service contracts, regardless of contract type.		
17. PWS paragraph C-5.1.9 states The Contractor shall submit all tests, test answer sheets, course evaluations and test analysis form to COR within five business days after course completion. Documents may be submitted by certified mail at Contractors expense.		
a. In addition to certified mail will the COR or a Government representative identified by the COR be available for the contractor to hand these materials off to at the end of class?		
A: COR or designated government representative will be available to receive materials at the conclusion of courses taught at ALU. COR will not be available to receive materials at the conclusion of courses taught at other locations. Contractor will need to deliver materials in person or by certified mail.		
b. May Contractor submit these items electronically via e-m?		
A: No. The Government requires original hard copies of all testing and student evaluation materials.		
18. PWS paragraph C-5.1.10 Contract instructors shall ensure the accuracy of completion certificates and conduct all graduation exercises.		
a. Who prints the completion certificates ALU or Contractor?		
A: ALU will provide the contractor with an appropriate number of signed, dated blank certificates prior to each course date. Either ALU or the local government POC will print certificates.		
b. If Contractor then will ALU provide the certificate template upon award?		
A: ALU will provide a backup copy of the certificate template to the Contractor upon award.		
19. PWS paragraph : C-5.1.10: What is involved in conducting all graduation exercises?		
A: Upon completion of the final exam and test analysis, and upon receipt of all student evaluations, the contractor shall distribute a graduation certification to each student who has met the course requirements.		
20. PWS paragraph C-5.1.11:		
a. When is Contractor to provide remedial training and re-testing of students who initially fail to meet course standards? Is this upon the end of class immediately after the student fails the initial test attempt?		
A: Following graduation, the Contractor shall provide up to two hours of remedial training for students who initially fail to meet course standards, and then will administer an alternate examination. Students who fail to pass on the second attempt will receive a failing grade for the course.		
b. How long do students have to complete a test, for example, no more than 2 hours?		
A: See pages 7-1 and 7-2 of Technical Exhibit One (Program of Instruction). Students currently receive thirty minutes to complete an		

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initial diagnostic examination on Day One and one hour to complete graded examinations on Day Five and Day Ten. ALU is currently developing an expanded final examination that will provide students with 90 minutes to complete.		
c. Does ALU provide a 2nd version of the test for a students second attempt to maintain exam integrity?		
A: ALU will provide alternate examinations for the purpose of re-testing students.		
21. In Paragraph 3 of the Instructions to Offerors (pg 51) it states that proposals shall be submitted in one of the following method via email (soft copy) or by hand delivery (hard copy). However, Paragraph 14,a states The proposal shall be submitted in separate volumes as described above. In addition to the hard copy submission, the Contractor shall submit one set on CD ROM disc utilizing MS Excel format for pricing volume and Microsoft Office Word for Technical and Past Performance volumes. All originals and all copies sha be provided no later than the date and time set for receipt of proposal. And 14b Proposal Format states The offeror shall submit each volume of the proposal as noted above in a three-ring loose-leaf binder, provided in the number of copies indicated.		
a. Please confirm that if an Offeror submits all three of its volumes via e-m no hard copies are required to be delivered to the Government as well.		
A: Addendum to FAR Clause 52.212-1, Instructions to Offerors paragraph 3 has been amended to remove the option of e-mail submissions. Submissions must be mailed or hand-carried.		
b. Please clarify that if an Offeror submits volumes electronically they do not need to submit CDs as well.		
A: Please refer to the response to question #21a.		
c. Please confirm that only if an Offeror chooses not to submit via e-m then they most delivery a hard copy original, a hard copy cop and a CD.		
A: Correct, as indicated in solicitation Addendum to FAR Clause 52.212-1, Instructions to Offerors paragraph 14.		
22. Solicitation Section L, Instructions to Offerors, Paragraph 14.c. Proposal Pg Limit		
a. Is additional information such as metrics, letters, etc. required or optional?		
A: Optional. Please refer to solicitation Section L, Instructions to Offerors, paragraph 14.d.2. for required information.		
b. If required, please specify exactly what metrics ALU requires as well as what type of letters.		
A: N/A. Please refer to the response to question # 22a.		
c. If additional items are indeed required, please define specifically what etc. items ALU expects to see and will be evaluating proposals on.		
A: N/A. Please refer to the response to question #22a.		
23. Solicitation, Section L, Instructions to Offerors, Paragraph 14.d.1.B.1. Does ALU want the knowledge and experience the Offerors program manager that will oversee this contract post-award in addition to that of the proposed instructors?		
A: Please refer to the response to question #2.		
24. Solicitation, Section L, Instructions to Offerors, Paragraph 14.d.1.B.2 TE4 states that proposed instructors must be DAWIA Level III certified. The 2011 TE4 stated that DAWIA Level II certification was preferred not required.		
a. What is driving ALU to require DAWIA Level III certification for this solicitation?		
A: The Government has identified DAWIA Level III certification as an objective measure of familiarity and experience with critical elements of the curriculum. The contractor selected to perform this contract will be doing so at the behest of ALU and the United Stat Army while delivering a lengthy, complex and dynamic course at various locations throughout the United States, with only limited monitoring by the COR and other ALU representatives. Because of the time needed to train instructors on this material, the Government finds it necessary to establish rigorous technical requirements for contract instructors, who will be expected to deliver a high quali training experience for each course conducted.		
b. Will ALU amend the Level III certification requirement to be a preference?		
A: As stated in paragraph 2 of the Solicitation Executive Summary (page 3) and Section M., Basis For Award, this contract will be awarded on the basis of lowest price, technically acceptable. Therefore, the government may not consider tradeoffs during the evaluati of proposals. Contractors will be evaluated on their ability to meet technical requirements identified in technical exhibit 4, to		

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include the requirement for DAWIA Level III certification.

c. The DAWIA Level III certification requirement seems to be unduly restrictive.

Will ALU consider amending the Level III certification requirement to allow Offerors to submit candidates with significant career experience in developing OCS policy, are considered OCS subject matter experts, and instruct on the subject for consideration? For example, if we have a candidate that doesn't have the certification but has successfully delivered this course for ALU in the recent past or has developed DOD OCS policy and OCS training as well as delivered it, will ALU consider them of low technical risk?

A: Please see response to 24a. While previous experience teaching the course and formulating DOD policy are important contributing factors that address other instructor criteria, the Government has identified DAWIA Level III certification as an objective measure of familiarity and experience with critical elements of the curriculum and the entire Acquisition process.

25. Solicitation, Section L, Instructions to Offerors, Paragraph 14.d.1.B.3. Where applicable, certificates of completion are already required for Army OCS or the equivalent Joint OCS Planning and Execution Courses. It is unclear what the pedigree of information need to be for the unofficial transcripts referenced in Paragraph 14.d.1.B.3. Could the Government clarify what type of institutions and courses these transcripts are in reference to?

A: Please refer to solicitation attachment 0006, Technical Exhibit 4, OCS Instructor Qualification Verification Form.

26. Solicitation, Section L, Instructions to Offerors, Paragraph 14.d.1.B.4. Can ALU provide a self-certification form template or should Offerors develop their own for instructors to sign?

A: Contractors may develop their own self-certification form for self-certification of proposed instructors required physical capabilities identified in the solicitation, Section L, Addendum to FAR Clause 52.212-1, Instructions to Offerors, paragraph 14.d.1.B.

27. Solicitation, Section L, Instructions to Offerors, paragraph 14.d.(2).(c) - Provide with the proposal, a letter from all subcontractors that will perform major or critical aspects of the requirement, consenting to the release of their past performance information to the prime Contractor. Since contractor and subcontractor nondisclosure agreements are executed at the subcontractors risk, it would be preferable for this requirement to be removed as a requirement. This would allow for additional opportunities for teams to explain the relevance of the Past Performance citations within the 15 page volume limitation.

A: This requirement will not be removed, but letters of consent will not count toward the total page limit identified in the solicitation, Section L, Instructions to Offerors, paragraph 14.c. The solicitation has been amended.

28. There is a CLIN for faculty development in every ordering period. Are instructors required to undergo this training every year, is the CLIN for training for instructors that are added in ordering periods 2 and 3?

A: Faculty development training is a one-time requirement. The Ordering year 2 and 3 CLINs are for new instructors if applicable.

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*** END OF NARRATIVE A0007 ***

24 June 2015:

The purpose of this amendment, 0005 is to incorporate an additional Question & Answer (see question 29):

1. Given that FAR 52.222-17 (Non-displacement of qualified Workers) is listed in the SF1449 and on page 53 of the RFP states:
 B. Subfactor (2) Personnel Knowledge & Experience (not more than 20 pages) that demonstrates proposed instructors work experience and qualifications as they pertain to required OCS Instructor Qualifications identified in PWS Technical Exhibit Four:

1. Resume for each proposed instructor.
2. DAWIA Level III Certificate for each proposed instructor.
3. Unofficial transcripts for each proposed instructor.
4. Self-certification of proposed instructors required physical capabilities
5. Certificate of completion of the Army OCS course or the equivalent, Joint OCS

Since the winning contractor will have to offer current instructors their positions and assuming current instructors meet all of these requirements in the RFP, the RFP requirements to provide resumes, DAWIA Level III, unofficial transcripts etc. would seem very difficult unless you're the incumbent. Will the government consider removing this requirement for instructor given that FAR 52.222-17 is listed since the incumbent is favored?

A: FAR Clause 52.222-17 has been removed.

2. Are there any key personnel? Will key personnel (such as the PM) have to meet the sub-factors for instructors? Will the government allow 60-90 days for management to take the OCS course if required?

A: The Government will evaluate in accordance with the solicitation criteria. As stated at Technical Exhibit (TE) Four, OCS Instructor Qualification Verification Form, instructors will have to meet the TE Four identified requirements. Unless they will serve as instructors on the contract, a PM or other offeror personnel would not be required to meet the solicitation criteria.

3. CLINS 1003, 2003, 3003, paragraph C-1.12.1, and C-3.1 discuss a Faculty Development Course (FDP) requirement as well as a reimbursable cost for each instructor. However, I'm unable to find any reference to how many days this course is programmed. Would you please tell me how many days this Faculty Development course lasts? The number of days is important from a pricing perspective.

A: The FDP course at Army Logistics University (ALU) lasts 5 days.

4. On page 31, FAR 52.222-42, Statement of Equivalent Rates for Federal Hires, is checked and reference to Occupational Code 15090, Technical Instructor (GS-7) is made. However, TE 4, which outlines the desired qualifications (BS, DAWIA Level III, etc.), does not appear to match a GS-7. Additionally, the job description for a Technical Instructor (15090) found in the SCA Directory of Occupations (5th edition) does not appear to match the qualifications the government is requesting in TE 4 as well. We would appreciate some clarification on the government's intent with the Wage Determination requirement and this particular Occupational Code cited on page 31.

A: The Federal equivalent is dependent on the Occupational Code selected. The occupational code of 15090, Technical Instructor, is appropriate for the requirement. Furthermore, the referenced clause, 52.222-42, specifically states that the employee classification/wage rate included in the clause is for information only and not a wage determination. Contractors shall utilize wage determination 2005-2545 included as attachment 0001 to the solicitation.

5. Is this a new contract or is this a re-compete?

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<p>A: This was previously procured under contract number W91QF5-11-C-0014 with AESIR Group International, 12295 Oracle Blvd, Suite 340, Colorado Springs, CO 80921-3903, but the Performance Work Statement has since been revised.</p>		
<p>6. If this is a re-compete, would you please provide the name of the incumbent, the current contract number, contract value, and the number of instructors assigned to this contract by the incumbent?</p>		
<p>A: Contract W91QF5-11-C-0014 was awarded for 2 years for a total value of \$1,124,922.04 and was extended for two months through 13 November 2013 increasing the value to \$1,450,222.36. The number of instructors is proprietary information.</p>		
<p>7. Paragraph 8 on page 4 of the Executive Summary states that the government projects ordering instructors for 14 courses during each of the 3 ordering periods. Can the government provide the estimated dates & locations for the first ordering period at this time or is this still TBD?</p>		
<p>A: The full schedule has not been completed. A partial course schedule for FY16 is available on the Army Training Requirements and Resources System (ATTRS) course catalogue: https://www.attrs.army.mil/attrsec/</p>		
<p>8. FYI only: On page 4 of the Executive Summary, paragraph 9 is missing. The Executive Summary on this page goes from paragraph 8 to paragraph 10.</p>		
<p>A: The Executive Summary has been renumbered</p>		
<p>9. The PWS paragraph C-5.1.1 states quote mark In support of each designated course, the Contractor shall provide two qualified instructors... quote mark. Is the Government's intent that each course delivery requires 2 instructors teaching/facilitating the entire course time, or is one instructor necessary to teach the course, with one serving as an 'on-call' backup?</p>		
<p>A: The government's intent is for the contractor to provide two instructors on site to teach and facilitate for the duration of each course as identified in PWS paragraph C-5.1.1.</p>		
<p>10. In order to meet the requirement in TE4 for instructors to complete the Army's OCS course or the equivalent, can the offeror arrange for its instructors to complete this training (at its own expense) prior to the beginning of the first period of performance, awarded a contract? Or must all proposed instructors already have completed this training as of the date of offer submission?</p>		
<p>A: Completion of the OCS course or JOPEC is required prior to proposal submission as identified in solicitation Section M, paragraph C.2.1.</p>		
<p>11. Paragraph 4 of the Executive Summary, Minimum/Maximum Requirement, states that the estimated contract ceiling is established at \$1,103,311. (pg2)</p>		
<p>Q: Are the travel plug numbers totaling \$147,257 on pg 3 included in the estimated contract ceiling of \$1,103,311?</p>		
<p>A: Yes, although please note the travel plug numbers identified in the Executive Summary paragraph 6 and line items 1002/2002/3002 total \$143,257.</p>		
<p>12. C-1.1 Description of Services: During the two-week training periods identified by the Government, the contractor shall provide all instructors, transportation, supervision, and non-personal services necessary to perform instructor services as defined in this performance work statement (PWS) except for those items specified as government furnished property and services (see C-3).</p>		
<p>Q: Student Materials are not referenced in C-3 specifically. Please confirm that Government will prepare and provide any and all student materials for each course delivery. This is critical to Offerors pricing proposals.</p>		
<p>A: Student Materials are included in courseware identified in the Performance Work Statement (PWS) paragraph C-3.5.</p>		
<p>13. C-3.1: The Government indicates it will reimburse the Offeror \$1917.00 for each instructor attending the FDP1 course.</p>		
<p>Q: Is this a web-based, blended, or virtual delivery?</p>		
<p>A: It is a classroom-based, instructor led course.</p>		
<p>14. If it is a classroom-based, instructor-led course please confirm that the Government will reimburse Offeror for any travel and living expenses incurred by the Offerors Instructors attending.</p>		
<p>A: Please refer to PWS paragraph C-1.6, Travel, which states in part that, The US Government will reimburse the Contractor for authorized travel in accordance with joint travel regulations and published per diem rates\85</p>		
<p>15. If it is a classroom-based, instructor-led course please advise where it is delivered (site and city).</p>		

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A The Faculty Development Course is a 5-day course at the Army Logistics University at Fort Lee, VA.

16. PWS paragraph C-1.19 Contractor Manpower Report (CMR): The Contractor shall report all contract instructor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for the Army Logistics University instructor services via a secure data collection site.

Q: Since the engagement is a Firm Fixed Price (FFP)/Cost Reimbursement (CR) (no fee) contract, the contractor is expected to receive payment based on the results achieved and not on the effort expended; why is a CMR required for this effort?

A: CMR is required for all service contracts, regardless of contract type.

17. PWS paragraph C-5.1.9 states The Contractor shall submit all tests, test answer sheets, course evaluations and test analysis form to COR within five business days after course completion. Documents may be submitted by certified mail at Contractors expense.

a. In addition to certified mail will the COR or a Government representative identified by the COR be available for the contractor to hand these materials off to at the end of class?

A: COR or designated government representative will be available to receive materials at the conclusion of courses taught at ALU. COR will not be available to receive materials at the conclusion of courses taught at other locations. Contractor will need to deliver materials in person or by certified mail.

b. May Contractor submit these items electronically via e-m?

A: No. The Government requires original hard copies of all testing and student evaluation materials.

18. PWS paragraph C-5.1.10 Contract instructors shall ensure the accuracy of completion certificates and conduct all graduation exercises.

a. Who prints the completion certificates ALU or Contractor?

A: ALU will provide the contractor with an appropriate number of signed, dated blank certificates prior to each course date. Either ALU or the local government POC will print certificates.

b. If Contractor then will ALU provide the certificate template upon award?

A: ALU will provide a backup copy of the certificate template to the Contractor upon award.

19. PWS paragraph : C-5.1.10: What is involved in conducting all graduation exercises?

A: Upon completion of the final exam and test analysis, and upon receipt of all student evaluations, the contractor shall distribute a graduation certification to each student who has met the course requirements.

20. PWS paragraph C-5.1.11:

a. When is Contractor to provide remedial training and re-testing of students who initially fail to meet course standards? Is this upon the end of class immediately after the student fails the initial test attempt?

A: Following graduation, the Contractor shall provide up to two hours of remedial training for students who initially fail to meet course standards, and then will administer an alternate examination. Students who fail to pass on the second attempt will receive a failing grade for the course.

b. How long do students have to complete a test, for example, no more than 2 hours?

A: See pages 7-1 and 7-2 of Technical Exhibit One (Program of Instruction). Students currently receive thirty minutes to complete an initial diagnostic examination on Day One and one hour to complete graded examinations on Day Five and Day Ten. ALU is currently developing an expanded final examination that will provide students with 90 minutes to complete.

c. Does ALU provide a 2nd version of the test for a students second attempt to maintain exam integrity?

A: ALU will provide alternate examinations for the purpose of re-testing students.

21. In Paragraph 3 of the Instructions to Offerors (pg 51) it states that proposals shall be submitted in one of the following method via email (soft copy) or by hand delivery (hard copy). However, Paragraph 14.a states The proposal shall be submitted in separate volumes as described above. In addition to the hard copy submission, the Contractor shall submit one set on CD ROM disc utilizing MS Excel format for pricing volume and Microsoft Office Word for Technical and Past Performance volumes. All originals and all copies sha be provided no later than the date and time set for receipt of proposal.

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<p>And 14b Proposal Format states The offeror shall submit each volume of the proposal as noted above in a three-ring loose-leaf binder, provided in the number of copies indicated.</p>		
<p>a. Please confirm that if an Offeror submits all three of its volumes via e-m no hard copies are required to be delivered to the Government as well.</p>		
<p>A: Addendum to FAR Clause 52.212-1, Instructions to Offerors paragraph 3 has been amended to remove the option of e-mail submissions. Submissions must be mailed or hand-carried.</p>		
<p>b. Please clarify that if an Offeror submits volumes electronically they do not need to submit CDs as well.</p>		
<p>A: Please refer to the response to question #21a.</p>		
<p>c. Please confirm that only if an Offeror chooses not to submit via e-m then they must delivery a hard copy original, a hard copy copy and a CD.</p>		
<p>A: Correct, as indicated in solicitation Addendum to FAR Clause 52.212-1, Instructions to Offerors paragraph 14.</p>		
<p>22. Solicitation Section L, Instructions to Offerors, Paragraph 14.c. Proposal Pg Limit</p>		
<p>a. Is additional information such as metrics, letters, etc. required or optional?</p>		
<p>A: Optional. Please refer to solicitation Section L, Instructions to Offerors, paragraph 14.d.2. for required information,</p>		
<p>b. If required, please specify exactly what metrics ALU requires as well as what type of letters.</p>		
<p>A: N/A. Please refer to the response to question # 22a.</p>		
<p>c. If additional items are indeed required, please define specifically what etc. items ALU expects to see and will be evaluating proposals on.</p>		
<p>A: N/A. Please refer to the response to question #22a.</p>		
<p>23. Solicitation, Section L, Instructions to Offerors, Paragraph 14.d.1.B.1. Does ALU want the knowledge and experience the Offerors program manager that will oversee this contract post-award in addition to that of the proposed instructors?</p>		
<p>A: Please refer to the response to question #2.</p>		
<p>24. Solicitation, Section L, Instructions to Offerors, Paragraph 14.d.1.B.2 TE4 states that proposed instructors must be DAWIA Level III certified. The 2011 TE4 stated that DAWIA Level II certification was preferred not required.</p>		
<p>a. What is driving ALU to require DAWIA Level III certification for this solicitation?</p>		
<p>A: The government has identified DAWIA Level III certification as an objective measure of familiarity and experience with critical elements of the curriculum. The contractor selected to perform this contract will be doing so at the behest of ALU and the United States Army while delivering a lengthy, complex and dynamic course at various locations throughout the United States, with only limited monitoring by the COR and other ALU representatives. Because of the time needed to train instructors on this material, the Government finds it necessary to establish rigorous technical requirements for contract instructors, who will be expected to deliver a high quality training experience for each course conducted.</p>		
<p>b. Will ALU amend the Level III certification requirement to be a preference?</p>		
<p>A: As stated in paragraph 2 of the Solicitation Executive Summary (page 3) and Section M., Basis For Award, this contract will be awarded on the basis of lowest price, technically acceptable. Therefore, the government may not consider tradeoffs during the evaluation of proposals. Contractors will be evaluated on their ability to meet technical requirements identified in technical exhibit 4, to include the requirement for DAWIA Level III certification.</p>		
<p>c. The DAWIA Level III certification requirement seems to be unduly restrictive.</p>		
<p>Will ALU consider amending the Level III certification requirement to allow Offerors to submit candidates with significant career experience in developing OCS policy, are considered OCS subject matter experts, and instruct on the subject for consideration? For example, if we have a candidate that doesn't have the certification but has successfully delivered this course for ALU in the recent past or has developed DOD OCS policy and OCS training as well as delivered it, will ALU consider them of low technical risk?</p>		
<p>A: Please see response to 24a. While previous experience teaching the course and formulating DOD policy are important contributing factors that address other instructor criteria, the Government has identified DAWIA Level III certification as an objective measure of familiarity and experience with critical elements of the curriculum and the entire Acquisition process.</p>		
<p>25. Solicitation, Section L, Instructions to Offerors, Paragraph 14.d.1.B.3. Where applicable, certificates of completion are already</p>		

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required for Army OCS or the equivalent Joint OCS Planning and Execution Courses. It is unclear what the pedigree of information need to be for the unofficial transcripts referenced in Paragraph 14.d.1.B.3. Could the Government clarify what type of institutions and courses these transcripts are in reference to?

A: Please refer to solicitation attachment 0006, Technical Exhibit Four, OCS Instructor Qualification Verification Form.

26. Solicitation, Section L, Instructions to Offerors, Paragraph 14.d.1.B.4. Can ALU provide a self-certification form template or should Offerors develop their own for instructors to sign?

A: Contractors may develop their own self-certification form for self-certification of proposed instructors required physical capabilities identified in the solicitation, Section L, Addendum to FAR Clause 52.212-1, Instructions to Offerors, paragraph 14.d.1.B.

27. Solicitation, Section L, Instructions to Offerors, paragraph 14.d.(2).(c) - Provide with the proposal, a letter from all subcontractors that will perform major or critical aspects of the requirement, consenting to the release of their past performance information to the prime Contractor. Since contractor and subcontractor nondisclosure agreements are executed at the subcontractors risk, it would be preferable for this requirement to be removed as a requirement. This would allow for additional opportunities for teams to explain the relevance of the Past Performance citations within the 15 page volume limitation.

A: This requirement will not be removed, but letters of consent will not count toward the total page limit identified in the solicitation, Section L, Instructions to Offerors, paragraph 14.c. The solicitation has been amended.

28. There is a CLIN for faculty development in every ordering period. Are instructors required to undergo this training every year, is the CLIN for training for instructors that are added in ordering periods 2 and 3?

A: Faculty development training is a one-time requirement. The Ordering year 2 and 3 CLINs are for new instructors if applicable.

29. Would the Army reconsider its current instructor qualification requirements for DAWIA Level III certification in Contracting and completion of the OCS or Joint OCS Planning and Execution Course offered by the J-4? We would like to suggest instructor qualification language of "Combination of the following factors will be considered for instructors: 1) DAWIA Level III (Contracting) certification; specific OCS experience; demonstrated instruction/facilitation experience in acquisition and logistics in a DoD Service or Component." Revised instructor qualifications offer the Army the opportunity for some great talent in the best interest of ALU training and education and infusion of diverse thought at the DoD level to support the mission of developing joint leaders in a joint environment.

A: The Government will not change the requirement. Please see response to question #24c. The DAWIA Level III (Contracting) certification requirement establishes a measurable, achievable and relevant benchmark for experience and expertise in the acquisition process.

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*** END OF NARRATIVE A0008 ***

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001	<p>SUPPLIES OR SERVICES AND PRICES/COSTS.</p> <p><u>TRAINING INSTRUCTOR SERVICES</u></p> <p>SERVICE REQUESTED: ORDERING PERIOD ONE CLIN CONTRACT TYPE: Firm Fixed Price</p> <p>The Ordering Period for Year One shall be 12 months from date of contract award.</p> <p>The contractor shall provide the Army Logistics University Training Instructor services in accordance with the Performance Work Statement (PWS) dated 15 May 2015.</p> <p>(End of narrative A001)</p> <p>The offeror shall submit Firm Fixed Price (FFP) for CLIN 1001, estimated quantity 14 courses, to meet the requirements set forth in the PWS. Unit price shall be price per course and the extended price shall be the estimated quantity of 14 times the unit price.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p>				\$ _____
1002	<p><u>TRAVEL - ORDERING PERIOD ONE</u></p> <p>SERVICE REQUESTED: COST REIMBURSEMENT NO FEE CLIN CONTRACT TYPE: Cost No Fee</p> <p>The Ordering Period for Year One shall be 12 months from date of contract award.</p> <p>All travel will be conducted in accordance with (IAW) FAR Subpart 31.205-46 and the Joint Travel Regulation (JTR). Authorization for travel must be obtained in advance from the Contracting Officer's Representative IAW the PWS paragraph C.1.6. The contractor shall submit the Government Not To Exceed "plug" number of \$47,474 for this CLIN.</p>				\$ _____

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1003	<p>(End of narrative A001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p> <p><u>OPERATIONAL CONTRACT SUPPORT AND</u></p> <p>SERVICE REQUESTED: FACULTY DEVELOPMENT TRAINING CLIN CONTRACT TYPE: Firm Fixed Price</p> <p>The Ordering Period for Year One shall be 12 months from date of contract award.</p> <p>Contract instructors require specific training IAW Performance Work Statement (PWS) paragraph C-3.1. The Contractor shall pay a reimbursable tuition cost to the Government of \$1917.00 for each Contract instructor attending the Faculty Development course and shall submit claims for reimbursement. Proposed pricing should include tuition cost and any other associated costs/fees and the proposed number of personnel (quantity) requiring the course. Travel expenses shall not be proposed here, but will be submitted under CLIN 1002, Travel.</p> <p>(End of narrative A001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p>				\$ _____
1004	<p><u>CONTRACT MANPOWER REPORTING</u></p> <p>SERVICE REQUESTED: ORDERING PERIOD ONE CLIN CONTRACT TYPE: Firm Fixed Price</p> <p>The Ordering Period for Year One shall be 12 months from date of contract award.</p>				\$ _____

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001	(End of narrative A001)				
	IAW Performance Work Statement (PWS) paragraph C-1.19, reporting inputs will be for the labor executed during the period of performance during each Government Fiscal Year, which runs October 1 through September 30. While inputs may be reported any time during the Fiscal year, all data shall be reported no later than October 31 of each calendar year, beginning with 2016.				
	(End of narrative B001)				
	<u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination				
	<u>Deliveries or Performance</u>				
	<u>TRAINING INSTRUCTOR SERVICES</u>				\$
	SERVICE REQUESTED: ORDERING PERIOD TWO CLIN CONTRACT TYPE: Firm Fixed Price				
	The Ordering Period for Year Two shall be 12 months following Ordering Period One.				
	The contractor shall provide the Army Logistics University Training Instructor services in accordance with the Performance Work Statement (PWS) dated 15 May 2015.				
	(End of narrative A001)				
The offeror shall submit Firm Fixed Price (FFP) for CLIN 1001, estimated quantity 14 courses, to meet the requirements set forth in the PWS. Unit price shall be price per course and the extended price shall be the estimated quantity of 14 times the unit price.					
(End of narrative B001)					
<u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination					
<u>Deliveries or Performance</u>					

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002	<p><u>TRAVEL - ORDERING PERIOD TWO</u></p> <p>SERVICE REQUESTED: COST REIMBURSEMENT NO FEE CLIN CONTRACT TYPE: Cost No Fee</p> <p>The Ordering Period for Year Two shall be 12 months following Ordering Period One.</p> <p>All travel will be conducted in accordance with (IAW) FAR Subpart 31.205-46 and the Joint Travel Regulation (JTR). Authorization for travel must be obtained in advance from the Contracting Officer's Representative IAW the PWS paragraph C.1.6. The contractor shall submit the Government Not To Exceed "plug" number of \$47,427 for this CLIN.</p> <p>(End of narrative A002)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p>				\$
2003	<p><u>OPERATIONAL CONTRACT SUPPORT AND</u></p> <p>SERVICE REQUESTED: FACULTY DEVELOPMENT TRAINING CLIN CONTRACT TYPE: Firm Fixed Price</p> <p>The Ordering Period for Year Two shall be 12 months following Ordering Period One.</p> <p>Contract instructors require specific training IAW Performance Work Statement (PWS) paragraph C-3.1. The Contractor shall pay a reimbursable tuition cost to the Government of \$1917.00 for each Contract instructor attending the Faculty Development course and shall submit claims for reimbursement. Proposed pricing should include tuition cost and any other associated costs/fees and the proposed number of personnel (quantity) requiring the course. Travel expenses shall not be proposed here, but will be submitted under CLIN 2002, Travel.</p> <p>(End of narrative A002)</p>				\$

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2004	<u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination <u>Deliveries or Performance</u>				
	<u>CONTRACT MANPOWER REPORTING</u> SERVICE REQUESTED: ORDERING PERIOD TWO CLIN CONTRACT TYPE: Firm Fixed Price The Ordering Period for Year Two shall be 12 months following Ordering Period One. (End of narrative A002) IAW Performance Work Statement (PWS) paragraph C-1.19., reporting inputs will be for the labor executed during the period of performance during each Government Fiscal Year, which runs October 1 through September 30. While inputs may be reported any time during the Fiscal year, all data shall be reported no later than October 31 of each calendar year, beginning with 2016. (End of narrative B002) <u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination <u>Deliveries or Performance</u>				\$ _____
3001	<u>TRAINING INSTRUCTOR SERVICES</u> SERVICE REQUESTED: ORDERING PERIOD THREE CLIN CONTRACT TYPE: Firm Fixed Price The Ordering Period for Year Three shall be 12 months following Ordering Period Two. The contractor shall provide the Army Logistics University Training Instructor services in accordance				\$ _____

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>with the Performance Work Statement (PWS) dated 15 May 2015.</p> <p>(End of narrative A001)</p> <p>The offeror shall submit Firm Fixed Price (FFP) for CLIN 1001, estimated quantity 14 courses, to meet the requirements set forth in the PWS. Unit price shall be price per course and the extended price shall be the estimated quantity of 14 times the unit price.</p> <p>(End of narrative B002)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p>				
3002	<p><u>TRAVEL - ORDERING PERIOD THREE</u></p> <p>SERVICE REQUESTED: COST REIMBURSEMENT NO FEE CLIN CONTRACT TYPE: Cost No Fee</p> <p>The Ordering Period for Year Three shall be 12 months following Ordering Period Two.</p> <p>All travel will be conducted in accordance with (IAW) FAR Subpart 31.205-46 and the Joint Travel Regulation (JTR). Authorization for travel must be obtained in advance from the Contracting Officer's Representative IAW the PWS paragraph C.1.6. The contractor shall submit the Government Not To Exceed "plug" number of \$48,356 for this CLIN.</p> <p>(End of narrative A002)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p>				\$ _____
3003	<p><u>OPERATIONAL CONTRACT SUPPORT AND</u></p>				\$ _____

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3004	<p>SERVICE REQUESTED: FACULTY DEVELOPMENT TRAINING CLIN CONTRACT TYPE: Firm Fixed Price</p> <p>The Ordering Period for Year Three shall be 12 months following Ordering Period Two.</p> <p>Contract instructors require specific training IAW Performance Work Statement (PWS) paragraph C-3.1. The Contractor shall pay a reimbursable tuition cost to the Government of \$1917.00 for each Contract instructor attending the Faculty Development course and shall submit claims for reimbursement. Proposed pricing should include tuition cost and any other associated costs/fees and the proposed number of personnel (quantity) requiring the course. Travel expenses shall not be proposed here, but will be submitted under CLIN 3002, Travel.</p> <p>(End of narrative A002)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p>				
	<p><u>CONTRACT MANPOWER REPORTING</u></p> <p>SERVICE REQUESTED: ORDERING PERIOD THREE CLIN CONTRACT TYPE: Firm Fixed Price</p> <p>The Ordering Period for Year Three shall be 12 months following Ordering Period Two.</p> <p>(End of narrative A002)</p> <p>IAW Performance Work Statement (PWS) paragraph C-1.19., reporting inputs will be for the labor executed during the period of performance during each Government Fiscal Year, which runs October 1 through September 30. While inputs may be reported any time during the Fiscal year, all data shall be reported no later than October 31 of each calendar year, beginning with 2016.</p> <p>(End of narrative B002)</p>				\$ _____

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination <u>Deliveries or Performance</u>				
3005	<u>CONTRACT DATA REQUIREMENTS LISTING</u> The below ELINs are associated with the Data Item Numbers on the Contract Data Requirements List (CDRL) (DD Form 1423), in Section J, List of Attachments. (End of narrative A001)				
A001	<u>CONTRACT DATA REQUIREMENTS LISTING</u> SERVICE REQUESTED: DATA ITEMS CLIN CONTRACT TYPE: Firm Fixed Price Contract Data Requirement List in accordance with the Performance Work Statement (PWS): A001 Quality Control Plan IAW PWS paragraph C-5.2.1. A002 Quarterly Status Report IAW PWS paragraph C-5.2.2. A004 Response to Areas of Concern IAW PWS paragraph C-5.2.3. (End of narrative B001) <u>Deliveries or Performance</u>				\$ ** NSP **

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DESCRIPTION/SPECIFICATIONS/WORK STATEMENT Performance Work Statement		
<p style="text-align: center;">*** END OF NARRATIVE C0001 ***</p>		
PERFORMANCE WORK STATEMENT (PWS) 5/15/2015 10:37 AM Army Logistics University, College of Professional Continuing Education Instructor Services for Operational Contract Support (OCS)		
Instructor & Training Support Contract (ITSC)		
<p>C-1. GENERAL: This is a non-personal services contract to provide instructor services. The Government shall not exercise any supervisory or control over the contract service providers performing the services herein. Such contract service providers shall be accountable solely to the Contractor who, in turn is responsible to the Government. This contract does not require full-time support from the contractor; rather, the contractor will provide services only at those times and places specified in advance by the Government, and will only be paid for those periods when services are provided.</p>		
<p>C-1.1 Description of Services: During the two-week training periods identified by the Government, the contractor shall provide all instructors, transportation, supervision, and non-personal services necessary to perform instructor services as defined in this performance work statement (PWS) except for those items specified as government furnished property and services (see C-3). The contractor shall perform to the standards in this contract.</p>		
<p>C-1.2 Background: The Operational Contract Support (OCS) course is a 73 hour course developed and managed by the United States Army Logistics University (ALU) and certified by the United States Army Training and Doctrine Command (TRADOC). The course normally lasts ten academic days, and prepares graduates to anticipate and develop OCS requirements and to plan for and manage OCS in support of contingency operations. The primary training audience for the course is military personnel in the grade of E-6 through O-6, but all D personnel involved in developing requirements for services acquisition will benefit from the course. The majority of students are US Army personnel, who receive a skill identifier of 3C upon graduation. All DOD military and civilians are eligible to attend the course. In the OCS course, students learn contractor management; integration of operational contract support requirements into the military decision making process; development of acquisition ready requirements packages, including performance work statements, independent government estimates, letters of justification, and quality assurance surveillance plans; and integration of operational contract support requirements into the unit spend plan process.</p>		
<p>C-1.3 Objectives: For each course assigned, the Contractor shall provide all instructional service to include: 1) Preparation, 2) Classroom Instruction, 3) Student Assessment, 4) Remediation, and 5) Course Administration.</p>		
<p>C-1.4 Scope of Work: The objective of this effort is to augment ALU faculty during specified two week periods in support of the ALU training mission. The contractor shall coordinate classroom, equipment and administrative support and provide instructional services Fort Lee, Virginia and at other locations in the continental United States (CONUS) to support a maximum of 14 courses per year. Contractors shall provide performance-oriented training as directed, using the TRADOC approved program of instruction (attached as Technical Exhibit One). Instructors shall meet all qualifications identified in Technical Exhibit Four, complete all necessary travel arrangements, course preparation and administrative requirements, and ensure students complete all assignments, practical exercises, examinations and meet all terminal learning objectives (TLOs) identified in the Program of Instruction (POI). The U.S. Government will provide the contractor with at least 14 days notice on any changes to the curriculum or course schedule. Annual course load may vary depending on DOD and HQDA requirements. The Government will avoid scheduling the Contractor to teach concurrent or consecutive (back-to-back) courses. The current course schedule is available online at the Army Training Requirements and Resources System (ATTRS) course catalogue: https://www.attrs.army.mil/attrscs/courseInfo.aspx?fy=2015&sch=907&crs=9E-SI3C%2fASI3C%2f950-ASI3C&crstitle=OPERATIONAL+CONTRACT+SUPPORT&phase=.</p>		
<p>C-1.5 Place of Performance: Fort Lee, VA and other training locations within CONUS, as required by the course schedule.</p>		
<p>C-1.6 Travel: The US Government will reimburse the Contractor for authorized travel in accordance with joint travel regulations and published per diem rates. The Government will provide the Contractor with two (2) weeks written notice prior to any required travel to Government or other locations. The Contractor shall submit all cost estimates to the COR for review and approval before authorized travel begins. Prior approval and coordination by the COR is required before any travel begins and funds are utilized. In all instances, Contractor shall use the government per diem table for travel costs estimates. Contract instructors shall purchase airline tickets in a timely manner to enable lowest cost possible. Contract instructors shall provide cost estimates for rental cars to include source used, to select type of vehicle, estimated rental rate and total charges. Upon completion of travel, contract employees shall submit all receipts and travel costs for approval by COR before submitting to Contractor for re-imbursement.</p>		
<p>C-1.7 Contract Modifications. The Contractor shall alert the Contracting Officer (KO) and Contracting Officers Representative (COR) of any Government requested changes to this PWS that will impact scope (schedule/cost). Prior to execution of any changes which impact scope, the contractor shall seek the Contracting Officers approval. The contractor shall not perform any services beyond those specified</p>		

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in the PWS until a contract modification has been executed by the Contracting Officer authorizing the requested changes.

C-1.8 Holidays and Base Closures. The Army Logistics University will not conduct classes if an installation closes due to emergency conditions, such as inclement weather, and will normally avoid scheduling classes during federal holidays. Contract employees may travel to or from training sites during federal holidays. When a federal holiday or base closing occurs in the middle of a scheduled course, the contract instructor will modify the remainder of the course schedule in coordination with the COR.

C-1.9 Hours of Operation. When teaching courses, the Contractor shall begin training at Fort Lee or at the designated training location no later than 0800 hours and will complete training no later than 1700 hours, Monday through Friday, except Federal holidays or when the Government facility is closed (for example, due to inclement weather). The Contractor shall not conduct training on weekends or federal holidays without prior coordination between the COR and the supported unit. The Contractor may have to travel on weekends and/or holidays to support the Government's training schedule.

C-1.10 Personnel. Prior to performing work on this contract, the contractor shall provide the COR with a current listing of employee to include full name and contact information, and will notify the COR of any subsequent changes in contractor personnel during the execution of the contract. To ensure the uninterrupted performance of all tasks defined within this PWS, the Contractor shall maintain an adequate workforce with the requisite technical expertise, experience, and skills (see Technical Exhibit Four). The Contractor shall notify the KO or COR of any real or potential deficiencies in personnel availability. This provision does not relieve the contractor of any performance requirements.

C-1.11 Security Requirements: The Contractor shall secure information, information technology (IT) systems and government furnished property in compliance with applicable Department of the Army policies and regulations. Note that all subsequent references to contractor and sub-contractor employees apply to all contract instructors.

C.1.11.1 Background Checks: Contract instructors shall obtain, at a minimum, a National Agency Check with Inquiries (NACI) in accordance with Army Regulation 25-2, Information Assurance Training, prior to starting employment under the terms of this contract. The Contractor shall forward investigation results to the Contracting Officers Representative within five days after contract instructors are hired.

C-1.11.2 Anti-Terrorism (AT) Awareness Training: All contractor employees, to include sub-contractor employees, requiring access to Ar installations, facilities and controlled access areas shall complete Anti-Terrorism (AT) Level I awareness training within 30 calendar days after contract start date. The Contractor shall submit certificates of completion for each affected contractor employee and subcontractor employee to the COR, or the contracting officer, if a COR is not assigned, within 10 calendar days after completion of training by all employees and subcontractor personnel. AT Level I Training is available at the following website:
<https://atlevel1.dtic.mil/at/>.

C-1.11.3 Access and General Protection/Security Policy and Procedures. Contractor and all associated sub-contractors employees shall comply with applicable installation, facility and area commander installation/facility access and local security policies and procedures (provided by government representative). The contractor shall also provide all information required for background checks to meet installation access requirements to be accomplished by installation Provost Marshall Office, Director of Emergency Services or Security Office. Contractor workforce must comply with all personal identity verification requirements as directed by DOD, HQDA and/or local policy. In addition to the changes otherwise authorized by the changes clause of this contract, should the Force Protection Condition (FPCON) at any individual facility or installation change, the Government may require changes in contractor security matters or processes.

C-1.11.4 Local iWATCH Program. The contractor and all associated sub-contractors shall brief all employees on the local iWATCH program (training standards provided by the requiring activity anti-terrorism officer). This locally developed training will be used to inform employees of the types of behavior to watch for and instruct employees to report suspicious activity to the COR. This training shall be completed within 30 calendar days of contract award and within 10 calendar days of new employees commencing performance with the results reported to the COR NLT 45 calendar days after contract award.

C-1.11.5 Information System Access. All contractor employees with access to a government information system must be registered in the ATCTS (Army Training Certification Tracking System) at commencement of services, and must successfully complete the DOD Information Assurance Awareness training prior to gaining access to the information systems and then annually thereafter.

C-1.11.6 Operations Security (OPSEC) Awareness Training: Per AR 530-1, Operations Security, the new contractor employees must complete Level I OPSEC training within 30 calendar days of their reporting for duty. All contractor employees must complete annual OPSEC awareness training. Once training has been completed, the contractor shall provide completion certificates to the COR. Training is available at: <https://cdsetrain.dtic.mil/opsec/index.htm>.

C-1.11.7 Information Assurance (IA) Awareness Training: All contractor employees and associated sub-contractor employees must complete the DOD Information Assurance Awareness Training and sign an Acceptable Use Policy (AUP) before issuance of network access and annually thereafter. Training is available at: <https://ia.signal.army.mil/DoDIAA/>. Once training has been completed, the Contractor shall provide completion certificates to the COR within ten calendar days. The Contractor shall ensure that contractor employees complete this training within 15 calendar days after beginning employment.

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<p>C-1.11.8 Common Access Cards (CAC). Contract instructors will require access to unclassified Department of Defense (DoD) information systems. The contractor shall coordinate with the COR to obtain Government-issued Common Access Cards (CAC) for all contract instructors performing work on this contract. The Government requires a Federal Bureau of Investigation (FBI) fingerprint check with favorable results and submission of a NACI or DoD determined equivalent investigation prior to issuance of CAC (see paragraph C-1.11.1).</p>		
<p>C-1.11.9 Trusted Associated Sponsorship System (TASS): The Contractor shall provide the COR with contract instructors name, social security number, date of birth and email address for entry into the TASS database. This database enables the Government to verify contract instructors personal information when applying for or renewing common access cards (CAC). Once the contract instructors information is registered, the COR will electronically forward an enrollment form to the contract instructor. After the contract instructor completes the form, the COR will verify the requirement for CAC access and the contract instructor will receive a CAC card the designated in-processing facility. Upon employee termination, the contract instructor shall return all government-issued identification to the COR within two business days.</p>		
<p>C-1.12 Employment Restrictions. The Government may restrict access to government facilities for any contract instructors deemed to be potential threat to the health, safety, general well-being or operational mission on the installation or its population. Such restrictions do not relieve the Contractors responsibility to provide the services specified in this contract.</p>		
<p>C-1.12.1 Instructor Evaluation. During the first 120 days of employment, contract instructors shall successfully complete faculty development training (See C.3.1). During this initial period, Contract instructors shall teach courses at ALU, receive feedback from the Course Director, and teach additional lessons as needed. Contract instructors shall demonstrate acceptable teaching technique as determined by the COR and senior leaders from ALU. The COR will evaluate contract instructors for effective teaching methods IAW Technical Exhibit Five.</p>		
<p>C-1.12.2 Termination of Employees. Upon termination of any contract instructor, the Contractor shall notify the COR of the action no later than the end of the next duty day. The Contractor shall return all Government issued identification and equipment for that person not later than the within two business days after termination.</p>		
<p>C-1.13 Contractor Conduct. Contract instructors shall comply with standards of conduct generally required of similarly situated active duty personnel, to include standards imposed by the Joint Ethics Regulation (JER); Army regulations; and ALU policy memos, directives, laws and regulations. Upon receipt of allegations or other indications of misconduct or conduct that reflects negatively on the Army ALU involving contractor personnel, the contractor will be notified and shall be required to investigate the matter fully and provide corrective actions to the contracting officer. If the employee is determined by the Government as unfit, then the Government may take action in accordance with paragraph 1.12 above.</p>		
<p>C-1.14 Professional Appearance. Contractor shall adhere to ALU dress code. Professional business attire for men includes collared shirts, neck ties, and sports jackets. Professional business attire for women includes skirts, slacks and dress blouses. It does not include casual attire in any manner, such as blue jeans, cotton leggings, shorts, sandals, sneakers, sundresses, lycra or spandex clothing, or t-shirts. Hair must be neat and well groomed. Piercings and tattoos shall not be visible.</p>		
<p>C-1.15 Treatment of Students. Contract instructors shall treat all students in a professional manner and shall not accept personal remuneration for services rendered in the performance of duty. Acceptance of gifts and participation in social activities by Contract instructors shall be in accordance with the Joint Ethics Regulations and other applicable Federal regulations.</p>		
<p>C-1.16 Prohibition of Photography on the Installation. In accordance with ALARACT 087-2008, Commercial Imagery 1, Department of Defense Instruction Number 5200.08, 10 Dec 05, and Department of Defense 5200.08-R, Physical Security Program, 9 Apr 07, contractors in support of Government contracts shall not take photographs or videotape on the installation without the Senior Commanders written approval. Approval shall be coordinated in advance through the COR.</p>		
<p>C-1.17 Media Requests. Contract instructors contacted by the media shall refer the request to the COR. Contract instructors should not discuss any matters with the media and if approached should refer individuals to the COR.</p>		
<p>C-1.18 Restricted Access to Military Installations. In performance of this contract, contractor instructors shall routinely perform work on US military installations with 100% controlled access. Controlled access means there will be military police or DoD Security Guards located at entry gates. Vehicles entering the installation may be subject to stop and search procedures. At times of increase security alerts, control may be increased or access may be restricted completely. Some gates may be closed during periods of the day night.</p>		
<p>C-1.19 Contractor Manpower Report (CMR): The Contractor shall report all contract instructor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for the Army Logistics University instructor services via a secure data collection site. The contractor shall complete all required data fields using the following web address: http://www.ecmra.mil/, and then click on Department of the Army CMRA. Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year. Contractors may direct questions to the help desk by clicking on Send an email which is located under the Help Resources ribbon on the right side of the login page of the applicable Service/Components CMR website.</p>		

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C-2. ACRONYMS:		
C-2.1 Adaptive Learning Model (ALM): An educational model that provides a learning environment that fosters 21st century Soldier competencies with instructional strategies, expert facilitators and technologies that support the learner.		
C-2.2 Army Logistics University (ALU): Located at Fort Lee, Virginia, the Army Logistics University provides professional military education, civilian education, and joint, multinational, and interagency education supporting Americas Army logistics leaders of today and tomorrow.		
C-2.3 Contracting Officer (KO): An individual with delegated contracting authority to enter into, administer, and terminate contracts on behalf of the government.		
C-2.4 Contracting Officers Representative (COR): A representative from the requiring activity assigned by the Contracting Officer to perform surveillance and to act as liaison between contracting and the contractor.		
C-2.5 Course Director: Refers to the individual responsible for courses within a specific curriculum.		
C-2.6 Defective Service: A service output that does not meet the standard of performance associated with it in the Performance Work Statement.		
C-2.7 Developmental Feedback: Feedback designed to enhance student performance. Techniques include demonstrations, coaching and mentoring.		
C-2.8 Instructor Contact Hours: The number of hours an instructor is in direct contact with students instructing, facilitating, or monitoring.		
C-2.9 Joint OCS Planning and Execution Course (JOPEC): JOPEC is a two-week course sponsored by the J4 that trains operational and strategic planners to integrate OCS considerations within the campaign planning process.		
C-2.10 Mobile Training Team (MTT): Team consisting of one or more US military or civilian personnel sent on temporary duty to give instruction at a non-resident course.		
C-2.11 Non-resident (on-site) Course: Training course delivered at a location other than the ALU campus at Fort Lee, Virginia.		
C-2.12 Operational Contract Support (OCS): the process of planning for and obtaining supplies, services, and construction from commercial sources in support of joint operations (reference Joint Publication 4-10, dated 16 July 2014).		
C-2.13 Performance Work Statement (PWS): A specific part of the contract that describes the required results in clear, specific, and objective terms with measurable outcomes.		
C-2.14 Professional Appearance: This standard requires professional attire and personal grooming.		
C-2.15 Professional Conduct: Contract instructors shall perform their duties in a timely, courteous and professional manner. Contract instructors shall provide developmental feedback to students as part of classroom instruction and assessment.		
C-2.16 Program of Instruction (POI): A course outline that identifies topics, learning objectives, sequence, methods of instruction and learning assessments to be used as foundation for material covered in classroom instruction.		
C-2.17 Quality Assurance: Those actions taken by the government to assure services meet the requirements of the Performance Work Statement.		
C-2.18 Quality Assurance Surveillance Plan (QASP): A written document developed by the COR which specifies the surveillance methodology and acceptable quality level for monitoring the performance of the contractor in compliance with the PWS.		
C-2.19 Quality Control: Actions taken by a contractor to monitor the performance of services to ensure they meet the requirements of the PWS.		
C-2.20 Synchronized Pre-Deployment and Operational Tracking System. The Department of Defense joint, web-based enterprise suite designed to manage, track, and maintain visibility of contractors and contract capabilities being used overseas.		
C-2.21 Training Resource Arbitration Panel (TRAP): A TRADOC-managed process to request, review and approve training requests. All requests for changes to the established requirements are reviewed and approved by a TRAP. Such requests may result in a decrease or increase to the training load for that FY.		

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C-2.22 Wide Area Workflow (WAWF). A secure Web-based system for electronic invoicing, receipt and acceptance, WAWF creates a virtual folder to combine the three documents required to pay a Vendor – the Contract, the Invoice, and the Receiving Report. The WAWF application enables electronic form submission of Invoices, government inspection, and acceptance documents in order to support DoD's goal of moving to a paperless acquisition process.

C-3. GOVERNMENT FURNISHED ITEMS AND SERVICES:

C-3.1. Services: The Government will provide limited administrative support, such as making copies of exams and certificates, and will coordinate Contract instructors attendance at the one-week Faculty Development Phase One (FDP1) course. The Contractor shall pay a reimbursable fee to the Government of \$1917.00 for each Contract instructor attending the course, and shall submit claims for reimbursement to the COR.

C-3.2 Facilities: The Government will provide necessary workspace for Contract instructors to provide the support outlined in the PWS include desk space, classrooms, and other Government facilities to support this contract. The facilities shall only be used for the performance of this contract.

C-3.3 Utilities: All utilities in the Government facility will be available for the contractors use in performance of tasks outlined in this PWS. The Contractor shall provide its employees with training in utility conservation practices. The contractor shall operate under conditions that preclude the waste of utilities within limitations that most people would consider reasonable when using the Government facilities. Contract instructors will pay special attention to conservation of audio visual equipment, especially projector lamps.

C-3.4 Equipment: The Government will provide Contract instructors with access to computers, scanners, fax machines, printers, telephones, information systems, audio visual equipment and peripheral equipment required to meet the requirements under this PWS, to include expendable classroom supplies such as easel paper and dry erase markers. In addition, Contract instructors shall maintain accountability for government furnished items in accordance with AR 735-5 and shall inventory and sign hand receipts for accountability of Government-issued equipment. The Contractor shall replace any Government property lost, damaged or destroyed while in the contractors custody.

C-3.5 Course materials. The Government will provide Contract instructors with all media, courseware and examination materials necessary to deliver the course. Contract instructors shall ensure positive control and accountability of examinations and test materials in accordance with Chapter Ten, Test Control and Accountability, of the ALU SOP.

C-3.6 Key Control: The Contractor shall establish and implement methods of making sure all keys/key cards issued to the Contractor by the Government are not lost or misplaced and are not used by unauthorized persons. NOTE: All references to keys include key cards. Keys issued to the Contractor by the Government shall be duplicated. The Contractor shall develop procedures covering key control that shall be included in the Quality Control Plan. Such procedures shall include turn-in of any issued keys by personnel who no longer require access to locked areas. The Contractor shall immediately report any occurrences of lost or duplicate keys/key cards to the Contracting Officer.

C-3.6.1 In the event keys, other than master keys, are lost or duplicated, the Contractor shall, upon direction of the Contracting Officer, re-key or replace the affected lock or locks. The Government may choose to replace the affected lock or locks or perform re-keying. When the replacement of locks or re-keying is performed by the Government, the total cost of re-keying or the replacement of the lock or locks shall be deducted from the monthly payment due the Contractor. In the event a master key is lost or duplicated, all locks and keys for that system shall be replaced by the Government and the total cost deducted from the monthly payment due the Contractor.

C-3.7 Manuals: The Government will provide contractor personnel access to Policies and Regulations necessary to meet the requirements under this PWS, including the ALU SOP and TRADOC Pamphlet 525-8-2, The US Army Learning Concept for 2015.

C-3.8: Common Access Card (CAC)/Issued Civilian Identification: refer to paragraph C-1.11.8 above.

C-3.9: Access to automation and telecommunications resources: when accessing Government automation and telecommunications resources, Contract instructors shall comply with all Fort Lee Network Enterprise Center (NEC) policies. More information is available at the following URL: <http://www.nec.lee.army.mil/>.

C-4. CONTRACTOR FURNISHED ITEMS AND RESPONSIBILITIES: The Contractor shall furnish all supplies, equipment, facilities and services required to perform work under this contract that are not listed under Section C-3, GOVERNMENT FURNISHED ITEMS AND SERVICES in this PWS.

C-5. SPECIFIC TASKS:

C-5.1 The Contractor shall provide all instructors, supplies, transportation, supervision, and non-personal services necessary to perform instructor services as defined in this performance work statement (PWS) except for those items specified as government furnish property and services.

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C-5.1.1 In support of each designated course, the Contractor shall provide two qualified instructors who meet all requirements identified in Technical Exhibit Four.		
C-5.1.2 Contract instructors shall teach principles and concepts and employ educational strategies contained in the TRADOC approved OCS program of instruction (POI), to include classroom instruction, discussion, demonstration, practical exercises, testing, and providing oral and written feedback on student products. Instructors will be evaluated using the Training Observation of Instruction Check List listed in Technical Exhibit Five.		
C-5.1.3 Contract instructors shall review doctrine, lessons learned, and any documents identified by the Course Director in order to remain current on OCS issues relevant to the scope of the OCS course.		
C-5.1.4 Contract instructors shall prepare training materials, set up classrooms, and administer class records, such as end-of-course surveys and test question analysis.		
C-5.1.5 Contract instructors shall incorporate their subject matter expertise and personal experience to supplement and enhance course materials in order to contribute to the course terminal learning objectives (TLOs).		
C-5.1.6 Contract instructors shall assist students during classroom assignment of practical exercises and student projects and will provide verbal and written feedback to students on the quality of their assignments.		
C-5.1.7 Contract instructors shall immediately notify the COR regarding classroom situations such as student absences, lack of participation, or disruptive behavior that adversely affect student performance. In the absence of specific guidance, Contract instructors shall comply with procedures outlined in the ALU SOP.		
C-5.1.8 Contract instructors shall administer, grade, and ensure security of testing materials.		
C-5.1.9 The Contractor shall submit all tests, test answer sheets, course evaluations and test analysis form to COR within five business days after course completion. Documents may be submitted by certified mail at Contractors expense.		
C-5.1.10 Contract instructors shall ensure the accuracy of completion certificates and conduct all graduation exercises.		
C-5.1.11 Contract instructors shall provide remedial training and re-testing of students who initially fail to meet course standards.		
C-5.2 Deliverables: Contractor shall provide all deliverables identified below on a regularly scheduled basis and within two business days after any COR inquiry:		
C-5.2.1 Quality Control Plan. The Contractor shall develop and maintain an effective quality control program to ensure services are performed in accordance with this PWS. The Contractor shall develop and implement procedures to identify, prevent, and ensure non-recurrence of defective services. The Contractors quality control program is the means by which he assures himself that his work complies with the requirements of the contract. As a minimum, the Contractor shall develop quality control procedures that address the areas identified in Attachment A, Performance Requirements Summary. After acceptance of the quality control plan the Contractor shall receive the contracting officers acceptance in writing of any proposed change to his QC system. The Contractor shall provide copies of this plan to the COR and the KO no later than the post-award conference. In addition, the Contractor shall notify and coordinate with the COR by email of any onsite visits to observe contract instructor performance.		
C-5.2.2 Quarterly Status Report (QSR) in Word format by e-mail NLT the seventh working day following the reporting period. The QSR shall address all activity under the contract through the last day of the last month of each quarter, to include a summary of travel by course number, course name, contract instructors, location and total expenses claimed.		
C-5.2.3 The Contractor shall respond in writing to COR areas of concern and to specific contract instructor performance evaluations (Technical Exhibit Six).		
C-6. APPLICABLE PUBLICATIONS:		
Army Federal Acquisition Regulation Supplement (AFARS)		
Army Logistics University SOP, January 2015		
ATP 4-10, Operational Contract Support, June 2011		
ATP 4-92, Contracting Support to Unified Land Operations, 15 October 2014		
Army Regulation 25-2. Information Management. 13 November 2007		

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AR 25-50, Preparing and Managing Correspondence, 17 May 2013

AR 715-9, Operational Contract Support Planning and Management, 20 June 2011

Federal Acquisition Regulation (FAR)

Defense Federal Acquisition Regulation Supplement (DFARS)

DoD 5500.7-R, Joint Ethics Regulation, August 1993

FM 4-0, Sustainment, 30 April 2009

FM 4-92, Contracting Support Brigade, 12 February 2010

FM 6-0, Commander and Staff Organization and Operations, 5 May 2014

Joint Publication 4-10, Operational Contract Support, 16 July 2014

TRADOC Pamphlet 525-8-2, The US Army Learning Concept for 2015, 20 January 2011

C-7. TECHNICAL EXHIBIT LIST:

C-7.1 Technical Exhibit One OCS Course Program of Instruction (Attachment 1)

C-7.2 Technical Exhibit Two Performance Requirements Summary (Attachment 2)

C-7.3 Technical Exhibit Three Quality Assurance Surveillance Plan (Attachment 3)

C-7.4 Technical Exhibit Four Instructor Qualifications (Attachment 4)

C-7.5 Technical Exhibit Five Instructor Observation Checklist (Attachment 5)

C-7.6 Technical Exhibit Six - Contract Performance Evaluation Report (Attachment 6)

*** END OF NARRATIVE C0002 ***

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INSPECTION AND ACCEPTANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.246-4	INSPECTION OF SERVICES--FIXED-PRICE	AUG/1996

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CONTRACT ADMINISTRATION DATA

Regulatory Cite	Title	Date
1 252.232-7006	WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS	MAY/2013

(a) Definitions. As used in this clause--

"Department of Defense Activity Address Code (DoDAAC)" is a six position code that uniquely identifies a unit, activity, or organization.

"Document type" means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

"Local processing office (LPO)" is the office responsible for payment certification when payment certification is done external to the entitlement system.

(b) Electronic invoicing. The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(c) WAWF access. To access WAWF, the Contractor shall--

- (1) Have a designated electronic business point of contact in the System for Award Management at <https://www.acquisition.gov>; and
- (2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this Web site.

(d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the "Web Based Training" link on the WAWF home page at <https://wawf.eb.mil/>.

(e) WAWF methods of document submission. Document submissions may be via Web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) WAWF payment instructions. The Contractor must use the following information when submitting payment requests and receiving report in WAWF for this contract/order:

- (1) Document type. The Contractor shall use the following document type(s).

2 in 1

- (2) Inspection/acceptance location. The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

Destination

- (3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table*	
Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	TBD
Issue By DoDAAC	W15QKN
Admin DoDAAC	TBD
Inspect By DoDAAC	-6-
Ship To Code	-7-
Ship From Code	-8-
Mark For Code	-9-
Service Approver (DoDAAC)	-10-
Service Acceptor (DoDAAC)	-W26AGH
Accept at Other DoDAAC	-12-
LPO DoDAAC	-13-
DCAA Auditor DoDAAC	-14-
Other DoDAAC(s)	-15-

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(4) Payment request and supporting documentation. The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

(5) WAWF email notifications. The Contractor shall enter the email address identified below in the "Send Additional Email Notifications" field of WAWF once a document is submitted in the system.

william.c.latham.civ@mail.mil

(g) WAWF point of contact. (1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

See Below

(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

(End of clause)

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SPECIAL CONTRACT REQUIREMENTS

	Regulatory Cite	Title	Date
1	52.228-4000	REQUIRED INSURANCE (HS6007)	OCT/2010

In accordance with FAR 28.307-2, the Contractor is required to provide and maintain the kinds and minimum amounts of insurance stated below:

a) Workers Compensation and Employers Liability. Contractors are required to comply with applicable Federal and State workers compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employers liability section of the insurance policy, except when contract operations are so commingled with a contractors commercial operations that it would not be practical to require this coverage. Employers liability coverage of at least \$100,000 shall be required, except in States with exclusive or monopolistic funds that do not permit workers compensation to be written by private carriers. (See 28.305(c) for treatment of contracts subject to the Defense Base Act.)

(b) General Liability.

(1) The contracting officer shall require bodily injury liability insurance coverage written on the comprehensive form of policy of at least \$500,000 per occurrence.

(2) Property damage liability insurance shall be required only in special circumstances as determined by the agency.

(c) Automobile Liability. The contracting officer shall require automobile liability insurance written on the comprehensive form of policy. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract. Policies covering automobiles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal a customary claims.

(d) Aircraft Public and Passenger Liability. When aircraft are used in connection with performing the contract, the contracting office shall require aircraft public and passenger liability insurance. Coverage shall be at least \$200,000 per person and \$500,000 per occurrence for bodily injury, other than passenger liability, and \$200,000 per occurrence for property damage. Coverage for passenger liability bodily injury shall be at least \$200,000 multiplied by the number of seats or passengers, whichever is greater.

(e) Vessel Liability. When contract performance involves use of vessels, the contracting officer shall require, as determined by the agency, vessel collision liability and protection and indemnity liability insurance.

2	52.000-4000	IDENTIFICATION AND ACCESS ELIGIBILITY REQUIREMENTS OF CONTRACTOR EMPLOYEES (HS7011)	MAR/2015
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This clause details the requirements applicable to contractor employees working at Picatinny Arsenal, and the procedures for access eligibility/control of Classified Information and Controlled Unclassified Information (CUI) for contractors working on installations in support of Army Contracting Command - New Jersey (ACC-NJ) Programs/Contracts.

The following requirements are applicable to contractor employees working at Picatinny Arsenal:

1. All contractor employees working on the U.S. Army installation, Picatinny Arsenal in the State of New Jersey, in connection with the contract, shall conform to all applicable federal, state laws and published rules and regulations of the Departments of Defense and Army, as well as any applicable regulations promulgated by ACC-NJ and/or Picatinny Arsenal, including but not limited to traffic regulations.

2. The term "contractor employee" includes employees, consultants, agents, students or student interns, or representatives and all employees, agents or representatives of all subcontractors and suppliers. Contractors are responsible for obtaining/returning identification badges /passes for each contractor employee who will work on the contract or enter Picatinny Arsenal. The badges/passes are required for the term of the contract until completion or until release of the employee.

3. Contractor badges are only issued to U.S. citizen contract personnel who work at Picatinny Arsenal for at least three (3) days a week and have a valid contract greater than 180 days. To obtain a badge the following pre-requisites must be adhered to:

a. Form SBI212b (State background name check) must be completed and stamped by the State Police. The contractor is responsible for having the document completed and stamped. The document is then either given to the Picatinny Physical Security Office (PSO) or to the Criminal Investigators office (determination of which office is made by the PSO). Once the document is approved (by either office)

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notification is given to the visitor control center and the Contracting Officers Representative (COR), that the individual is authorized to receive a badge.		
b. A COR must complete an application identification form (ARDEC 3058) for access to the installation. The form must include the valid contract number, expiration date and be signed in blue ink by the Contracting Officer or COR. This form is brought to the US Army Garrison (USAG) Picatinny Arsenal Badge and Identification Section, Building 1136 for processing.		
4. The contractor employee working on Picatinny Arsenal shall sign a Non-disclosure Agreement (NDA) on their company's letterhead (use the format below) prior to commencing work and gaining access to non-public information, under the contract, or obtaining badges/passes required by paragraph 2 above. There shall be one NDA completed for each employee, for each new contract, regardless if the employee has completed an NDA for prior contracts.		
5. Failure to comply with the requirements of paragraph 4 will be grounds for withholding any funds due the contractor until completion of the requirement, notwithstanding any other clause or requirements in the contract. Failure to comply may also be used as an adverse factor with respect to contractor past performance in connection with award of future contracts to the firm.		
6. For contractors requiring access for less than 90 days, a visitor pass will be required. Passes will be issued for specific dates access is required, not to exceed 30 days. The Contracting Officer or COR must complete the Visitor Registration Form applications on the Picatinny Intranet (PICAWEB) prior to the contractor employee arriving at Picatinny Arsenal.		
7. The contractor shall certify in writing to the COR, that they have verified that all personnel utilized in the performance of this contract have passed a criminal background check and are lawfully employable in the United States. If a new contractor employee is hired during the performance of a contract, and will be utilized in that contract, the contractor must certify in writing to the COR, that they have verified that the new contractor employee has passed a criminal background check and is lawfully employable in the United States, prior to utilizing that individual in the performance of the contract.		
a. Lawful employability will be verified by means of Employment Eligibility Form, INS Form I-9 (if applicable), or by other applicable INS documentation approved for a specific non-citizen status.		
b. The criminal background check will establish that neither the Contractor, nor individual's state or nation of permanent residence, has any record or credible information that the individual has a "criminal history". In this context, "criminal history" will be defined as adjudicated guilt or pending adjudication of a crime as defined under New Jersey law, or equivalent offense under the applicable law of another jurisdiction. If the contractor has doubt about the applicability of an offense to this definition, the circumstances must be reported to USAG Picatinny Arsenal Security Division for adjudication of the individual's employability.		
c. Under urgent circumstances where an exception to these criteria is required, a request may be submitted through the Garrison Director of Plans, Training, Mobilization and Security (DPTMS) to the Garrison Commander. Only urgent exceptions will be considered on a case-by-case basis and must be documented in writing.		
d. Any delay in the furnishing of the above, including any delay in the obtaining the background check, is at the sole risk of the contractor and will not be the basis of any equitable adjustment or other change to the contract.		
8. The identification badge or pass issued to each employee of the contractor is for their own use only. Misuse of the badge or pass, such as permitting others to use it will result in criminal charges under Title 18 USC 499 and 701; and barring the employee from Picatinny Arsenal. Should the employee lose the badge or pass, the contractor may be charged for the cost of re-issuance of the badge or pass. Additionally, the employee and the contractor must submit a sworn affidavit as to the circumstances of the loss before a new badge or pass is issued.		
9. Contractor employees will not start working on a Government contract for the Garrison or any Picatinny tenant organizations before they are vetted through security processing by Picatinny Arsenal Security Division. This will include as a minimum, submission of a National Agency Check with Inquiries (NACI). Until the results of the FBI fingerprint check have been received and posted in the Case Adjudication Tracking System (CATS), an Interim CAC will not be issued.		
10. If derogatory information is discovered, the Interim CAC can be revoked in accordance with Homeland Security Presidential Directive 12 (HSPD-12), Policy for a Common Identification Standard for Federal Employees and Contractors. A summary of the derogatory information found will be provided to the COR and Contracting Officer for consultation and final CAC determination.		
11. All contractor employees, while on the premises at Picatinny Arsenal, shall continually wear the badge, obtained pursuant to paragraph 3 above. The badge shall be worn so as to be visible to others at all times. The badge will be worn in full view on the outermost garment, above the waist on the front of the body. Individuals issued visitor passes will have them on their person at all times while on the Arsenal. Passes will be presented upon request by Security personnel or other Government official charged with security of the area.		
12. All contractor employees meeting with Government employees or attending meetings at Picatinny, shall, at the beginning of the meeting, announce to all other attendees that they are contractor employees, employed by (Name of Contractor's name/address), and the		

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<p>name of all other companies or individuals that currently employs them or that the contractor employee currently represents. In addition, contractor employees shall wear a visible badge that displays their company's name (for contractors issued a Common Access Card (CAC), displaying the CAC is sufficient).</p>		
<p>13. When the performance of a contract under a specified contract number under which a CAC/badge/pass was obtained is completed (such a date of last delivery or performance of last service, termination of the contract or release of the employee) including any exercise of an option pursuant to the terms of the contract, the contractor shall return all issued CACs/badges/passes for all of their employees USAG Picatinny Arsenal Security Division and obtain a receipt for each within (3) three business days. All government furnished equipment must be surrendered to the COR upon completion of the contract or an employee's termination during the life of the contract.</p>		
<p>14. If the contractor obtains a new or follow-on contract for work at Picatinny Arsenal, all contractor personnel shall obtain new badges / passes indicating the new or follow-on contract number and comply with the applicable provisions of the follow-on contract which cover the subject matter of this Clause. This paragraph does not apply to the exercise of an option.</p>		
<p>The following are procedures for access eligibility/control of Classified Information and Controlled Unclassified Information (CUI) for contractors working on installations in support of Army Contracting Command - New Jersey (ACC-NJ) Programs/Contracts.</p>		
<p>1. The Office of the Under Secretary of Defense has identified the Joint Personnel Adjudication System (JPAS) as the personnel security clearance system of record for the Department of Defense (DoD). JPAS is used to verify the personnel security clearance level for all U.S. contractors working on installation programs. Foreign visitors, to include non-US contractor visits to the installation activities will be managed by the cognizant Foreign Disclosure Office.</p>		
<p>2. IAW Army Regulation 25-2 Information Assurance dated 23 March 2009 and AR 380-67, Personnel Security Program, dated 24 January 2014 contractors requiring access to U.S. Government (USG) Information Systems (IS), in order to fulfill their duties, must possess the required favorable security investigation, security clearance or formal access approvals, and fulfill Need-to-Know requirements. Contractors must meet the security requirements outlined in AR 25-2 for their assigned IT-level (IT-I, IT-II, or IT-III) prior to being granted access to the USG IS. Likewise, AR 25-2 stipulates that individuals assigned to IT-I, IT-II, or IT-III positions who lose their clearance, or have access to classified systems suspended pending the results of investigation, will be barred access to the IS(s) until favorable adjudication of that investigation. Contractor status/access, in regards to their suitability and IT-level access, will be monitored by the cognizant security office(s) through JPAS.</p>		
<p>3. For access to Classified Information, as required by the solicitation and/or contract, the need-to-know criterion for accessing government information is based on:</p>		
<p>a. The SOW and/or contract must specify the need for access to Classified Information and a proper DD Form 254 must be affixed to the solicitation and/or contract.</p>		
<p>b. Contractors accessing information which they are not authorized (i.e. no need-to-know), or exceeding their access reflected in JPAS is a reportable security violation, defined in reference Army Regulation 380-5 Information Security dated 29 September 2000.</p>		
<p>c. A contractors access in JPAS is dependent upon their current company affiliation reflected in JPAS.</p>		
<p>4. No Portable Electronic Devices (PED) will be used in an area where classified information is discussed or electronically processed.</p>		
<p>5. Contractors visiting or working on installations in support of Army Contracting Command- New Jersey (ACC-NJ) Programs must have JPA visit requests submitted by the contractors Facility Security Officer (FSO) necessary to meet the requirements outlined by that mission organization. This requirement applies to visits in support of classified contracts.</p>		
<p>6. The contractor must not misrepresent the fact they are contractors, or from which company they are employed. Contractors who knowingly misrepresent themselves to hide the fact they are a contractor is a reportable security incident. An incident report will be forwarded by the cognizant security office to the FSO, and an information copy will be sent to the Defense Security Service (DSS).</p>		
<p>7. Contractors shall not use a military, retired military or other government issued identification to misrepresent their affiliation as a contractor for the purpose of accessing the installation, facilities, attending meetings, acquiring information or participating in any other type of work as a contractor. Doing so will result in an incident report being processed through the Defense Enrollment Eligibility Reporting System by the Garrison Security and Human Resources officer and notification to the individuals military organization/unit.</p>		
<p>8. The U.S. Army Garrison, Directorate of Plans, Training, Mobilization and Security is the centralized security office and shall be the contractors, Contracting Officers and CORs first point of contact when unable to determine the primary cognizant security office of a tenant organization.</p>		

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NON-DISCLOSURE AGREEMENT

I, _____, an employee and authorized representative of _____, a Contractor providing support services to Picatinny Arsenal or its tenants (hereinafter PICATINNY), and likely to have access to nonpublic information (hereinafter RECIPIENT), under contract number _____, agrees to and promises the following:

WHEREAS RECIPIENT is engaged in delivery support services to PICATINNY under contract; and

WHEREAS, It is the intention of PICATINNY to protect and prevent unauthorized access to and disclosure of nonpublic information to anyone other than employees of the United States Government who have a need to know; and,

WHEREAS, PICATINNY acknowledges that RECIPIENT will from time to time have or require access to such nonpublic information in the course of delivering the contract services; and,

WHEREAS, RECIPIENT may be given or other have access to nonpublic information while providing such services; and,

WHEREAS, "nonpublic information" includes, but is not limited to such information as: proprietary information (e.g., information submitted by a contractor marked as proprietary); advanced procurement information (e.g., future requirements, statements of work, and acquisition strategies); source selection information (e.g., bids before made public, source selection plans, and rankings of proposals); trade secrets and other confidential business information (e.g., confidential business information submitted by the contractor); attorney work product; information protected by the Privacy Act (e.g., social security numbers, home addresses and telephone numbers); and other sensitive information that would not be released by PICATINNY under the Freedom of Information Act (e.g., program, planning and budgeting system information);

NOW THEREFORE, RECIPIENT agrees to and promises as follows:

RECIPIENT shall not seek access to nonpublic information beyond what is required for the performance of the support services contract;

RECIPIENT will ensure that his or her status as a contractor employee is known when seeking access to and receiving such nonpublic information of Government employees;

As to any nonpublic information to which RECIPIENT has or is given access, RECIPIENT shall not use or disclose such information for any purpose other than providing the contract support services, and will not use or disclose the information to any unauthorized person or entity for personal, commercial, or any unauthorized purposes; and

If RECIPIENT becomes aware of any improper release or disclosure of such nonpublic information, RECIPIENT will advise the contracting officer in writing as soon as possible.

The RECIPIENT agrees to return any nonpublic information given to him or her pursuant to this agreement, including any transcriptions RECIPIENT of nonpublic information to which RECIPIENT was given access, if not already destroyed, when RECIPIENT no longer performs work under the contract.

RECIPIENT understands that any unauthorized use, release or disclosure of nonpublic information in violation of this Agreement will subject the RECIPIENT and the RECIPIENT's employer to administrative, civil or criminal remedies as may be authorized by law.

RECIPIENT: _____ (signature)

PRINTED NAME: _____

TITLE: _____

EMPLOYER: _____

3 52.000-4002 LEVEL 1 ANTI TERRORIST AWARENESS TRAINING REQUIREMENTS FOR CONTRACTOR OCT/2010
 EMPLOYEES (HS7040)

(a) All contractor employees requiring access to any Federally-controlled facility and logical access to Federally controlled information systems except for national security systems as defined by 44 U.S.C. 3542(b)(2), should be certified in Level 1 Anti Terrorism Training. The training is accessible from any computer with access to the World Wide Web and is available at <https://atlevell.dtic.mil/at>. The contractor is responsible for ensuring that the training has been satisfactorily completed and that valid certificates of completion have been submitted to the Contracting Officers Representative (COR) with a copy furnished to the Contracting Officer. The Certificates are valid for one year, therefore, training shall be completed every year for the duration of the contract.

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(b) The term Federally-controlled facility is defined as:

(1) Federally-owned buildings or leased space, whether for single or multi-tenant occupancy, and its grounds and approaches, all or any portion of which is under the jurisdiction, custody or control of a department or agency;

(2) Federally-controlled commercial space shared with non-government tenants. For example, if a department or agency leased the 10th floor of a commercial building, the Directive applies to the 10th floor only;

(3) Government-owned, contractor-operated facilities, including laboratories engaged in national defense research and production activities; and

(4) Facilities under a management and operating contract, such as for the operation, maintenance, or support of a Government-owned or Government-controlled research, development, special production, or testing establishment.

(c) The term Federally-controlled information system means an information system (44 U.S.C. 3502(8)) used or operated by a Federal agency, or a contractor or other organization on behalf of the agency (44 U.S.C. 3544(a)).

(d) The term "contractor employee" includes employees, agents, students or student interns, or representatives and all employees, agents or representatives of all subcontractors and suppliers.

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CONTRACT CLAUSES

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1	52.203-3	GRATUITIES	APR/1984
2	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	OCT/2010
3	52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER	MAY/2011
4	52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS	JUL/2013
5	52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE	JUL/2013
6	52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE	NOV/2014
7	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	AUG/2013
8	52.209-10	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS	DEC/2014
9	52.212-4	CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS	DEC/2014
10	52.223-2	AFFIRMATIVE PROCUREMENT OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS	SEP/2013
11	52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION	MAY/2011
12	52.228-5	INSURANCE--WORK ON A GOVERNMENT INSTALLATION	JAN/1997
13	52.229-3	FEDERAL, STATE, AND LOCAL TAXES	FEB/2013
14	52.232-1	PAYMENTS	APR/1984
15	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB/2002
16	52.232-11	EXTRAS	APR/1984
17	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--SYSTEM FOR AWARD MANAGEMENT	JUL/2013
18	52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	DEC/2013
19	52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION	APR/1984
20	52.242-13	BANKRUPTCY	JUL/1995
21	52.246-25	LIMITATION OF LIABILITY--SERVICES	FEB/1997
22	252.201-7000	CONTRACTING OFFICER'S REPRESENTATIVE	DEC/1991
23	252.203-7000	REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS	SEP/2011
24	252.203-7002	REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	SEP/2013
25	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
26	252.204-7004	ALTERNATE A, SYSTEM FOR AWARD MANAGEMENT	FEB/2014
27	252.204-7012	SAFEGUARDING OF UNCLASSIFIED CONTROLLED TECHNICAL INFORMATION	NOV/2013
28	252.204-7015	DISCLOSURE OF INFORMATION TO LITIGATION SUPPORT CONTRACTORS	FEB/2014
29	252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
30	252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY	DEC/2014
31	252.223-7006	PROHIBITION ON STORAGE, TREATMENT, AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS--BASIC	SEP/2014
32	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	FEB/2013
33	252.225-7048	EXPORT-CONTROLLED ITEMS	JUN/2013
34	252.226-7001	UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS	SEP/2004
35	252.232-7003	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS	JUN/2012
36	252.232-7010	LEVIES ON CONTRACT PAYMENTS	DEC/2006
37	252.237-7010	PROHIBITION ON INTERROGATION OF DETAINEES BY CONTRACTOR PERSONNEL	JUN/2013
38	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
39	252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT	DEC/2012
40	252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS	JUN/2013
41	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2008
42	252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA--BASIC	APR/2014
43	52.212-5	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS	APR/2015

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Dec 2014)

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

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Name of Offeror or Contractor:		
<p><u> X </u> (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sep 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).</p>		
<p><u> </u> (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (41 U.S.C. 3509).</p>		
<p><u> </u> (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)</p>		
<p><u> X </u> (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jul 2013) (Pub. L. 109-282) (31 U.S.C. 610 note).</p>		
<p><u> </u> (5) [Reserved].</p>		
<p><u> </u> (6) 52.204-14, Service Contract Reporting Requirements (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).</p>		
<p><u> </u> (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).</p>		
<p><u> X </u> (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Aug 2013) (31 U.S.C. 6101 note).</p>		
<p><u> X </u> (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).</p>		
<p><u> </u> (10) [Reserved]</p>		
<p><u> </u> (11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C. 657a).</p>		
<p><u> </u> (ii) Alternate I (NOV 2011) of 52.219-3.</p>		
<p><u> </u> (12)(i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014) (if the offeror elects waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).</p>		
<p><u> </u> (ii) Alternate I (JAN 2011) of 52.219-4.</p>		
<p><u> </u> (13) [Reserved]</p>		
<p><u> X </u> (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2011) (15 U.S.C. 644).</p>		
<p><u> </u> (ii) Alternate I (Nov 2011) of 52.219-6.</p>		
<p><u> </u> (iii) Alternate II (Nov 2011) of 52.219-6.</p>		
<p><u> </u> (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).</p>		
<p><u> </u> (ii) Alternate I (Oct 1995) of 52.219-7.</p>		
<p><u> </u> (iii) Alternate II (Mar 2004) of 52.219-7.</p>		
<p><u> X </u> (16) 52.219-8, Utilization of Small Business Concerns (OCT 2014) (15 U.S.C. 637(d)(2) and (3)).</p>		
<p><u> </u> (17)(i) 52.219-9, Small Business Subcontracting Plan (OCT 2014) (15 U.S.C. 637(d)(4)).</p>		
<p><u> </u> (ii) Alternate I (Oct 2001) of 52.219-9.</p>		
<p><u> </u> (iii) Alternate II (Oct 2001) of 52.219-9.</p>		
<p><u> </u> (iv) Alternate III (OCT 2014) of 52.219-9.</p>		
<p><u> </u> (18) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).</p>		
<p><u> X </u> (19) 52.219-14, Limitations on Subcontracting (Nov 2011) (15 U.S.C. 637(a)(14)).</p>		
<p><u> </u> (20) 52.219-16, Liquidated Damages--Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).</p>		

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Name of Offeror or Contractor:		
___ (21) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657 f)		
___X_ (22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).		
___ (23) 52.219-29 Notice of Total Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Jul 2013) (15 U.S.C. 637(m)).		
___ (24) 52.219-30 Notice of Total Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Jul 2013) (15 U.S.C. 637(m)).		
___X_ (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).		
___X_ (26) 52.222-19, Child Labor Cooperation with Authorities and Remedies (Jan 2014) (E.O. 13126).		
___X_ (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).		
___X_ (28) 52.222-26, Equal Opportunity (Apr 2015) (E.O. 11246).		
___X_ (29) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Jul 2014) (38 U.S.C. 4212).		
___X_ (30) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).		
___X_ (31) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Jul 2014) (38 U.S.C. 4212).		
___X_ (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).		
___X_ (33) (i) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).		
___ (ii) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).		
___X_ (34) 52.222-54, Employment Eligibility Verification (Aug 2013). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)		
___ (35) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)		
___ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)		
___ (36) (i) 52.223-13, Acquisition of EPEAT[supreg]-Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).		
___ (ii) Alternate I (Jun 2014) of 52.223-13.		
___ (37) (i) 52.223-14, Acquisition of EPEAT[supreg]-Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).		
___ (ii) Alternate I (Jun 2014) of 52.223-14.		
___ (38) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).		
___ (39) (i) 52.223-16, Acquisition of EPEAT[supreg]-Registered Personal Computer Products (Jun 2014) (E.O.s 13423 and 13514).		
___ (ii) Alternate I (Jun 2014) of 52.223-16.		
___X_ (40) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011) (E.O. 13513).		
___ (41) 52.225-1, Buy American--Supplies (MAY 2014) (41 U.S.C. chapter 83).		
___ (42) (i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (MAY 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).		
___ (ii) Alternate I (MAY 2014) of 52.225-3.		
___ (iii) Alternate II (MAY 2014) of 52.225-3.		

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___ (iv) Alternate III (MAY 2014) of 52.225-3.

___ (43) 52.225-5, Trade Agreements (Nov 2013) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

__X_ (44) 52.225-13, Restrictions on Certain Foreign Purchases (Jun 2008) (E.O.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

___ (45) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

___ (46) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

___ (47) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

___ (48) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

___ (49) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

__X_ (50) 52.232-33, Payment by Electronic Funds Transfer -- Central Contractor Registration (Jul 2013) (31 U.S.C. 3332).

___ (51) 52.232-34, Payment by Electronic Funds Transfer -- Other Than Central Contractor Registration (Jul 2013) (31 U.S.C. 3332).

___ (52) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

___ (53) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

___ (54) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

___ (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items:

___ (1) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495).

__X_ (2) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).

__X_ (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
THIS STATEMENT IS FOR INFORMATION ONLY; IT IS NOT A WAGE DETERMINATION

Occupation Code/Title	Min Wage Rate
15090 Technical Instructor	GS-7/\$18.96

__X_ (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (Multiple Year and Option Contracts) (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

___ (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

___ (6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (MAY 2014) (41 U.S.C. chapter 67).

___ (7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (MAY 2014) (41 U.S.C. chapter 67).

__X_ (8) 52.222-55, Minimum Wages Under Executive Order 13658 DEC 2014) (Executive Order 13658).

___ (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792).

___ (10) 52.237-11, Accepting and Dispensing of \$1 Coin (Sep 2008) (31 U.S.C. 5112(p)(1)).

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<p>(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.222-2, Audit and Records -- Negotiation.</p>		
<p>(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to a right to examine any of the Contractors directly pertinent records involving transactions related to this contract.</p>		
<p>(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.</p>		
<p>(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.</p>		
<p>(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--</p>		
<p>(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (41 U.S.C. 3509).</p>		
<p>(ii) 52.219-8, Utilization of Small Business Concerns (OCT 2014) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.</p>		
<p>(iii) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495). Flow down required in accordance with paragraph (1) of FAR clause 52.222-17.</p>		
<p>(iv) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).</p>		
<p>(v) 52.222-26, Equal Opportunity (Oct 2010) (E.O. 11246).</p>		
<p>(vi) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Jul 2014) (38 U.S.C. 4212).</p>		
<p>(vii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).</p>		
<p>(viii) 52.222-37, Employment Reports on Veterans (Jul 2014) (38 U.S.C. 4212).</p>		
<p>(ix) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).</p>		
<p>(x) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).</p>		
<p>(xi) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. 7104(g)).</p>		
<p>____ Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. 7104(g)).</p>		
<p>(xii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (MAY 2014) (41 U.S.C. chapter 67).</p>		
<p>(xiii) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (MAY 2014) (41 U.S.C. chapter 67).</p>		
<p>(xiv) 52.222-54, Employment Eligibility Verification (Aug 2013).</p>		
<p>(xv) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2014) (Executive Order 13658).</p>		
<p>(xvi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).</p>		
<p>(xvii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792). Flow down required in</p>		

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accordance with paragraph (e) of FAR clause 52.226-6.

(xviii) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of Clause)

44 52.216-19 ORDER LIMITATIONS OCT/1995

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$2,500.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor --

(1) Any order for a single item in excess of 14 courses;

(2) Any order for a combination of items in excess of 14 courses; or

(3) A series of orders from the same ordering office within -4- days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within -5- days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

45 52.216-22 INDEFINITE QUANTITY OCT/1995

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the maximum. The Government shall order at least the quantity of supplies or services designated in the Schedule as the minimum.

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 4 years from the effective date of award.

(End of Clause)

46 52.217-8 OPTION TO EXTEND SERVICES NOV/1995

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision

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may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor prior to the end of the performance period.			
(End of Clause)			
47	252.216-7006	ORDERING	MAY/2011
(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the contract schedule. Such orders may be issued from effective date of award through three years from effective date of award or as extended by FAR Clause 52.217-8.			
(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.			
(c) (1) If issued electronically, the order is considered "issued" when a copy has been posted to the Electronic Document Access system and notice has been sent to the Contractor.			
(2) If mailed or transmitted by facsimile, a delivery order or task order is considered "issued" when the Government deposits the order in the mail or transmits by facsimile. Mailing includes transmittal by U.S. mail or private delivery services.			
(3) Orders may be issued orally only if authorized in the schedule.			
(End of Clause)			
48	52.252-2	CLAUSES INCORPORATED BY REFERENCE	FEB/1998
This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address:			
http://www.acq.osd.mil/dpap/dars/far.html or http://www.acq.osd.mil/dpap/dars/index.htm or http://farsite.hill.af.mil/VFAFARA.HTM			
(End of Clause)			
49	252.203-7999 (DEV 2015-00010)	PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS (DEVIATION 2015-00010)	FEB/2015
(a) The Contractor shall not require employees or subcontractors seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.			
(b) The Contractor shall notify employees that the prohibitions and restrictions of any internal confidentiality agreements covered by this clause are no longer in effect.			
(c) The prohibition in paragraph (a) of this clause does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.			
(d) (1) In accordance with section 743 of Division E, Title VIII, of the Consolidated and Further Continuing Resolution Appropriations Act, 2015, (Pub. L. 113-235), use of funds appropriated (or otherwise made available) under that or any other Act may be prohibited, if the Government determines that the Contractor is not in compliance with the provisions of this clause.			
(2) The Government may seek any available remedies in the event the Contractor fails to perform in accordance with the terms and conditions of the contract as a result of Government action under this clause.			
(End of clause)			

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LIST OF ATTACHMENTS

List of Addenda	Title	Date	Number of Pages	Transmitted By
Exhibit A	DATA ITEMS - A001	19-MAY-2015	009	EMAIL
Attachment 0001	WAGE DETERMINATION 2005-2545	22-DEC-2014	009	EMAIL
Attachment 0002	PAST PERFORMANCE QUESTIONNAIRE	19-MAY-2015	005	EMAIL
Attachment 0003	PWS TE1 OCS PROGRAM OF INSTRUCTION	29-JAN-2014	035	EMAIL
Attachment 0004	PWS TE2 PERFORMANCE REQUIREMENTS SUMMARY	13-MAY-2015	006	EMAIL
Attachment 0005	PWS TE3 QUALITY ASSURANCE SURVEILLANCE PLAN	13-MAY-2015	005	EMAIL
Attachment 0006	PWS TE4 OCS INSTRUCTOR QUALIFICATION VERIFICATION FORM	19-MAY-2015	001	EMAIL
Attachment 0007	PWS TE5 INSTRUCTOR OBSERVATION CHECKLIST	13-MAY-2015	004	EMAIL
Attachment 0008	PWS TE6 CONTRACT PERFORMANCE EVALUATION REPORT	13-MAY-2015	002	EMAIL

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Name of Offeror or Contractor:

REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	SEP/2007
2	252.203-7005	REPRESENTATION RELATING TO COMPENSATION OF FORMER DOD OFFICIALS	NOV/2011
3	252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL	JUN/2005
4	52.209-5	CERTIFICATION REGARDING RESPONSIBILITY MATTERS	APR/2010

(a) (1) The Offeror certifies, to the best of its knowledge and belief, that --

(i) The Offeror and/or any of its Principals --

(A) Are ___ are not ___ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ___ have not ___, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks "have", the offeror shall also see 52.209-7, if included in this solicitation);

(C) Are ___ are not ___ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a) (1) (i) (B) of this provision; and

(D) Have ___, have not ___, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) Examples.

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(ii) The Offeror has ___ has not ___, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) Principal, for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment, and similar positions).

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This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offerors responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of Provision)

5 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS

JUL/2013

(a) Definitions. As used in this provision--

Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits corrective plans, or inspection of deliverables.

Federal contracts and grants with total value greater than \$10,000,000 means--

(1) The total value of all current, active contracts and grants, including all priced options; and

(2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, or requirements contracts (including task and delivery and multiple-award Schedules).

Principal means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within business entity (e.g., general manager, plant manager, head of a division or business segment; and similar positions).

(b) The offeror [] has [] does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(i) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that result in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in--

(A) The payment of a monetary fine or penalty of \$5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

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<p>(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.</p>			
<p>(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.</p>			
<p>(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in EAPIS as required through maintaining an active registration in the System for Award Management database via https://www.acquisition.gov (see 52.204-7).</p>			
<p>Principal means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).</p>			
(End of provision)			
6	52.212-3	OFFERORS REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (MAR 2015) - ALTERNATE I (OCT 2014)	OCT/2014
<p>The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certification electronically via the System for Award Management (SAM) Web site accessed through http://www.acquisition.gov. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (p) of this provision.</p>			
<p>(a) Definitions. As used in this provision--</p>			
<p>"Economically disadvantaged women-owned small business (EDWOSB) concern" means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.</p>			
<p>"Forced or indentured child labor" means all work or service--</p>			
<p>(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or</p>			
<p>(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.</p>			
<p>"Highest-level owner" means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.</p>			
<p>"Immediate owner" means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: Ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.</p>			
<p>"Inverted domestic corporation" means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).</p>			
<p>"Manufactured end product" means any end product in product and service codes (PSCs) 1000-9999, except--</p>			
<p>(1) PSC 5510, Lumber and Related Basic Wood Materials;</p> <p>(2) Product or Service Group (PSG) 87, Agricultural Supplies;</p> <p>(3) PSG 88, Live Animals;</p> <p>(4) PSG 89, Subsistence;</p> <p>(5) PSC 9410, Crude Grades of Plant Materials;</p> <p>(6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;</p> <p>(7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;</p>			

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<p>(8) PSC 9610, Ores;</p> <p>(9) PSC 9620, Minerals, Natural and Synthetic; and</p> <p>(10) PSC 9630, Additive Metal Materials.</p>		
<p>"Place of manufacture" means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place reassembly is not the place of manufacture.</p>		
<p>"Restricted business operations" means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate--</p>		
<p>(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;</p> <p>(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;</p> <p>(3) Consist of providing goods or services to marginalized populations of Sudan;</p> <p>(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;</p> <p>(5) Consist of providing goods or services that are used only to promote health or education; or</p> <p>(6) Have been voluntarily suspended.</p>		
<p>"Sensitive technology"--</p>		
<p>(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically--</p> <p>(i) To restrict the free flow of unbiased information in Iran; or</p> <p>(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and</p> <p>(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).</p>		
<p>"Service-disabled veteran-owned small business concern"--</p>		
<p>(1) Means a small business concern--</p> <p>(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and</p> <p>(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.</p> <p>(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).</p>		
<p>"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 a size standards in this solicitation.</p>		
<p>"Small disadvantaged business concern", consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that--</p>		
<p>(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by--</p> <p>(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and</p> <p>(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable</p>		

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exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13.CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

"Subsidiary" means an entity in which more than 50 percent of the entity is owned--

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

"Veteran-owned small business concern" means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans(as defined at 38 U.S.C. 101(2)) or, in the case of any public owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

"Women-owned small business concern" means a small business concern --

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of th stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned small business (WOSB) concern eligible under the WOSB Program" (in accordance with 13 CFR part 127), means a small busine concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which a controlled by, one or more women who are citizens of the United States.

(b)(1) Annual Representations and Certifications. Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the SAM website.

(2) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through <http://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications-- Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs _____. [Offeror to identify the applicable paragraphs at (c) through (o) of this provision that the offeror has completed for the purposes of this solicitation only, if any. These amended representation(s) and/or certification(s) are also incorporated in this offer and are curren accurate, and complete as of the date of this offer. Any changes provided by the offeror are applicable to this solicitation only, an do not result in an update to the representations and certifications posted electronically on SAM.]

(c) Offerors must complete the following representations when the resulting contract is to be performed in the United States or its outlying areas. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it
☐ is,
☐ is not a small business concern.

(2) Veteran-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it
☐ is,
☐ is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it
☐ is,
☐ is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph

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(c)(1) of this provision.] The offeror represents that it
 ___ is,
 ___ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it
 ___ is,
 ___ is not a women-owned small business concern.

(6) WOSB concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that--

(i) It ___ is, ___ is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It ___ is, ___ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture:]

Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a WO concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that--

(i) It ___ is, ___ is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It ___ is, ___ is not a joint venture that omplies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture:]

Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

Note: Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(8) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.]. The offeror represents that it
 ___ is, a women-owned business concern.

(9) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(10) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It ___ is, ___ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

(ii) It ___ is, ___ not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture.

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[The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: _____.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c) (4) of this provision.)

___ Black American.

___ Hispanic American.

___ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

___ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, Republic of Palau, Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

___ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

___ Individual/concern, other than one of the preceding.

(d) Representations required to implement provisions of Executive Order 11246 --

(1) Previous contracts and compliance. The offeror represents that --

(i) It ___ has, ___ has not, participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It ___ has, ___ has not, filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that --

(i) It ___ has developed and has on file, ___ has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It ___ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American -- Supplies, included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f) (2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product." The terms "commercially available off-the-shelf (COTS) item," "component domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American--Supplies."

(2) Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

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(g) (1) Buy American--Free Trade Agreements--Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g) (1) (ii) or (g) (1) (iii) of this provision, domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product," "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American--Free Trade Agreements--Israeli Trade Act."

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American--Free Trade Agreements--Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN
[List as necessary]	

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g) (1) (ii) or (g) (1) (iii) of this provision) as defined in the clause of this solicitation entitled Buy American -- Free Trade Agreements -- Israeli Trade Act. The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition "domestic end product."

Other Foreign End Products:

Line Item No.	Country of Origin
[List as necessary]	

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) Buy American--Free Trade Agreements--Israeli Trade Act Certificate, Alternate I. If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g) (1) (ii) for paragraph (g) (1) (ii) of the basic provision:

(g) (1) (ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled Buy American--Free Trade Agreements--Israeli Trade Act:

Canadian End Products:

Line Item No.:	
[List as necessary]	

(3) Buy American--Free Trade Agreements--Israeli Trade Act Certificate, Alternate II. If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g) (1) (ii) for paragraph (g) (1) (ii) of the basic provision:

(g) (1) (ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American--Free Trade Agreements--Israeli Trade Act":

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Canadian or Israeli End Products:

Line Item No. Country of Origin

[List as necessary]

(4) Buy American--Free Trade Agreements--Israeli Trade Act Certificate, Alternate III. If Alternate III to the clause at FAR 52.225- is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled ``Buy American--Free Trade Agreements--Israeli Trade Act'';

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products)
Israeli End Products:

Line Item No. Country of Origin

[List as necessary]

(5) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product as defined in the clause of this solicitation entitled Trade Agreements.

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products

Line Item No. Country of Origin

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Responsibility Matters (Executive Order 12689). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

(1) ___ Are, ___ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) ___ Have, ___ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

(3) ___ Are, ___ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission

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any of these offenses enumerated in paragraph (h) (2) of this clause; and

(4) ☐ Have, ☐ have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) Examples.

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i) (1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed End Product

Listed End Product	Listed Countries of Origin

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i) (1) of this provision, then the offeror must certify to either (i) (2) (i) or (i) (2) (ii) by checking the appropriate block.]

☐ (i) The offeror will not supply any end product listed in paragraph (i) (1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

☐ (ii) The offeror may supply an end product listed in paragraph (i) (1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) Place of manufacture. (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly

(1) ☐ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) ☐ Outside the United States,

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(k) Certificates regarding exemptions from the application of the Service Contract Labor Standards. (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontract out the exempt services.) [The contracting officer is to check a box to indicate if paragraph (k) (1) or (k) (2) applies.]

(1) ☐ Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c) (1). The offeror ☐ does ☐ does not certify that

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c) (2) (ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

(2) ☐ Certain services as described in FAR 22.1003-4(d) (1). The offeror ☐ does ☐ does not certify that

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d) (2) (iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k) (1) or (k) (2) of this clause applies

(i) If the offeror does not certify to the conditions in paragraph (k) (1) or (k) (2) and the Contracting Officer did not attach a Service Contract Act wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k) (1) or (k) (2) of this clause or to contact the Contracting Officer as required in paragraph (k) (3) (i) of this clause.

(1) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to the SAM database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (1) (3) through (1) (5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c) (3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

* TIN: _____.

* TIN has been applied for.

* TIN is not required because:

* Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

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* Offeror is an agency or instrumentality of a foreign government;
 * Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

* Sole proprietorship;
 * Partnership;
 * Corporate entity (not tax-exempt);
 * Corporate entity (tax-exempt);
 * Government entity (Federal, State, or local);
 * Foreign government;
 * International organization per 26 CFR 1.6049-4;
 * Other _____.

(5) Common parent.

* Offeror is not owned or controlled by a common parent;
 * Name and TIN of common parent:
 Name _____
 TIN _____.

(m) Restricted business operations in Sudan. By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) Prohibition on Contracting with Inverted Domestic Corporations.

(1) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

(2) Representation. By submission of its offer, the offeror represents that--

(i) It is not an inverted domestic corporation; and
 (ii) It is not a subsidiary of an inverted domestic corporation.

(o) Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.

(1) The offeror shall email questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(2) Representation and certifications. Unless a waiver is granted or an exception applies as provided in paragraph (o) (3) of this provision, by submission of its offer, the offeror--

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,000 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et. seq.) (see OFAC's Special Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/tl1sdn.pdf>).

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(3) The representation and certification requirements of paragraph (c) (2) of this provision do not apply if--

(i) This solicitation includes a trade agreements certification (e.g., 52.212-3(g) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(p) Ownership or Control of Offeror. (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a DUNS Number in the solicitation.

(1) The Offeror represents that it ☐ has or ☐ does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.

(2) If the Offeror indicates "has" in paragraph (p) (1) of this provision, enter the following information:

Immediate owner CAGE code: _____

Immediate owner legal name: _____

(Do not use a "doing business as" name)

Is the immediate owner owned or controlled by another entity:
☐ Yes or ☐ No.

(3) If the Offeror indicates "yes" in paragraph (p) (2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest-level owner CAGE code: _____

Highest-level owner legal name: _____

(Do not use a "doing business as" name)

(End of Provision)

7	252.203-7998 (DEV 2015-00010)	PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS--REPRESENTATION (DEVIATION 2015-00010)	FEB/2015
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(a) In accordance with section 743 of Division E, Title VIII, of the Consolidated and Further Continuing Resolution Appropriations Act 2015 (Pub. L. 113-235), Government agencies are not permitted to use funds appropriated (or otherwise made available) under that or any other Act for contracts with an entity that requires employees or subcontractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(b) The prohibition in paragraph (a) of this provision does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(c) Representation. By submission of its offer, the Offeror represents that it does not require employees or subcontractors of such entity seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(End of provision)

8	252.209-7992 (DEV 2015-00005)	REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW--FISCAL YEAR 2015 APPROPRIATIONS (DEVIATION 2015-00005)	DEC/2014
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(a) In accordance with sections 744 and 745 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), none of the funds made available by this or any other Act may be used to enter into a contract with any corporation that--

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(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government; or

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that--

(1) It is ☐ is not ☐ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

(2) It is ☐ is not ☐ a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(End of provision)

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INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

	Regulatory Cite	Title	Date
1	52.204-7	SYSTEM FOR AWARD MANAGEMENT	JUL/2013
2	52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING	NOV/2014
3	52.212-1	INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS	MAY/2014
4	252.204-7011	ALTERNATIVE LINE-ITEM STRUCTURE	SEP/2011
5	52.216-1	TYPE OF CONTRACT	APR/1984

The Government contemplates award of a firm fixed price/cost reimbursement (no fee) contract resulting from this solicitation.

(End of Provision)

6	52.233-2	SERVICE OF PROTEST	SEP/2006
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(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from.

Linda A. Schmidt
5418 S. Scott Plaza
Joint Base MDL, NJ 08640

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of Provision)

7	52.233-4000	HQ AMC-LEVEL PROTEST PROGRAM (LS6046)	JAN/2014
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If you have complaints about this procurement, it is preferable that you first attempt to resolve those concerns with the responsible contracting officer. However, you can also protest to Headquarters, AMC. The HQ, AMC-Level Protest Program is intended to encourage interested parties to seek resolution of their concerns within AMC as an Alternative Dispute Resolution forum, rather than filing a protest with the General Accounting Office or other external forum. Contract award or performance is suspended during the protest to the same extent, and within the same time periods, as if filed at the GAO. The AMC protest decision goal is to resolve protests within 20 working days from filing. To be timely, protests must be filed within the periods specified in FAR 33.103.

Send protests (other than protests to the contracting officer) to:

Address:

Headquarters U.S. Army Materiel Command
Office of Command Counsel-Deputy Command Counsel
4400 Martin Road
Rm: A6SE040.001
Redstone Arsenal, AL 35898-5000

Fax: (256) 450-8840

Email: usarmy.redstone.usamc.mbx.protests@mail.mil

The AMC-level protest procedures are found at:

Web Address: <http://www.amc.army.mil/amc/commandcounsel.html>

If Internet access is not available contact the contracting officer or HQ, AMC to obtain the AMC-Level Protest Procedures.

8	52.252-1	SOLICITATION PROVISIONS INCORPORATED BY REFERENCE	FEB/1998
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This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting t

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full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/> or <http://www.acq.osd.mil/dpap/dars/index.htm> or <http://farsite.hill.af.mil/VFAFARA.HTM>

Addendum to FAR Clause 52.212-1, Instructions to Offerors

1. Introduction: This section contains general proposal submission instructions as well as specific proposal requirements for the Army Logistics University Operational Contract Support Instructor Services requirement.
2. All questions about the requirement shall be submitted in writing and may be emailed to linda.a.schmidt12.civ@mail.mil and lorraine.m.carruba.civ@mail.mil.
3. Offerors proposals shall be submitted by the due date/time specified on the SF1449 (Request for Proposal), Block 8, Eastern Standard Time (EST). Proposals shall be submitted in one of the following methods to the below address: hand-carried or mailed responses will be acceptable. Proposals shall consist of three (3) separate parts: Part I Price Proposal, Part II Technical Proposal, and Part III Past Performance Information.

Lorraine Carruba
 Army Contracting Command
 ACC-NJ-ES
 5418 South Scott Plaza
 Joint Base MDL, NJ 08640

4. You must include all representations and certifications that are included in this solicitation with your proposal.
5. It is the offerors responsibility that all proposals submitted, regardless of method of transmission, are received in this office prior to the time and date for receipt of proposal.
6. Anywhere in this solicitation where the term offer is used, it is hereby changed to read offer/proposal.
7. Anywhere in this solicitation where the term Contractor is used, it is hereby changed to read offeror.
8. You must be registered in the System for Award Management (SAM) in order to be awarded a Department of Defense contract. If you need to register in SAM, go to the website <https://www.sam.gov/portal/public/SAM>.
9. Due to restricted access to Fort Dix, Contractors that will be hand carrying their proposal are required to submit to the Contracting Officer a list of personnel planning to deliver the package not later than 72 hours prior to due date for receipt of offer/proposal. Contractors must also furnish the approximate time of arrival and the gate they will utilize. Contractors are cautioned that there may be delays at the gates and should allow adequate time for entering the installation to ensure packages are received prior to the time and date for receipt of proposal. All individuals must have a picture ID and no substitutions are authorized. Vehicles are also subject to search.
10. The Contracting Officer has determined there is a high probability of adequate price competition in this acquisition. Upon examination of the initial offers/proposals, the Contracting Officer will review this determination and if, in the Contracting Officer opinion, adequate price competition exists, no additional data will be requested. However, if at any time during this competition the Contracting Officer determines that adequate price competition no longer exists, offerors may be required to submit information to the extent necessary for the Contracting Officer to determine the reasonableness and affordability of the price.
11. The proposals will be 8 1/2 x 11 paper. A page is defined as one face of a sheet of paper containing information. All appendices, charts, graphs, diagrams, tables, etc. are included in the page limit. Page limit does not include tables of contents, glossary of abbreviations and acronyms, indices, and title pages. When both sides of a page display printed material, it shall be counted as two pages. Typing shall not be less than 10 pitch except for charts or graphs which will be limited to not less than 8 pitch. Elaborate formats, bindings or color presentations are not desired or required. The Contractor shall number each page in order to eliminate any confusion. In the event Contractor creates an ambiguity in their numbering of pages, the Government may exercise its own discretion in counting pages.
12. The proposal shall be presented in sufficient detail to allow Government evaluation of response to the requirements of the Request for Proposal (RFP). Offerors shall provide information by addressing each Factor/Subfactor in the format and sequence identified in the solicitation. The offerors must provide information in sufficient detail to allow the Government to make a best value assessment of the offerors capability to support the proposed response to the evaluation criteria. Proposals that do not contain the information requested in the solicitation risk being determined unacceptable by the Government. The Government will not assume the offeror possesses any capability, understanding, or commitment not specified in the proposal. The proposal must not merely repeat the

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solicitation requirements, but rather must provide convincing documentary evidence in support of conclusive statements of how contract requirements will be met.

13. The Government intends to award a contract on the basis of initial offers/proposals received, without discussions. Therefore, each initial offer/proposal should contain the offerors best terms from price and technical standpoint. The Government reserves the right to conduct discussions if later determined necessary by the Contracting Officer. In the event revised proposals are requested, proposal written revisions shall be submitted as page replacements with revised text readily identified, e.g. boldface print, colored paper, underlining. Revised pages shall be numbered, dated, and submitted in the same number of copies required for the initial submission. If Final Proposal Revisions are required, they will be evaluated using the same criteria as were the initial offers/proposals. Price proposals shall be evaluated for the presence of unbalanced pricing based on a Contractors attempt to buy in to the acquisition. The Contracting Officer shall perform a price proposal analysis to determine fair and reasonable pricing. The Contracting Officer reserve the right to reject an offer/proposal if it is determined that the lack of balanced pricing poses an unacceptable risk to the Government in accordance with FAR Part 15.404-1(g). Failure to submit any information requested by the solicitation may be cause for unfavorable consideration.

14. Proposal Instructions. The proposal shall be submitted as listed below. The overall proposal shall consist of three volumes titled:

Volume	Original	Copies	CD
Volume I, Technical	1	1	1
Volume II, Past Performance	1	1	1
Volume III, Price	1	1	1

a. Proposal Submission. The proposal shall be submitted in separate volumes as described above. In addition to the hard copy submission, the Contractor shall submit one set on CD ROM disc utilizing MS Excel format for pricing volume and Microsoft Office Word for Technical and Past Performance volumes. All originals and all copies shall be provided no later than the date and time set for receipt of proposal. Original and all copies shall be submitted to:

Lorraine Carruba
 Army Contracting Command
 ACC-NJ-ES
 5418 South Scott Plaza
 Joint Base MDL, NJ 08640

b. Proposal Format. The offeror shall submit each volume of the proposal as noted above in a three-ring loose-leaf binder, provided in the number of copies indicated.

c. Proposal Page Limit. The page limits are identified below:

Volume	Maximum Page Limit
Volume I, Technical	40 Pages
Subfactor 1, Management Plan:	Limited to not more than 20 pages
Subfactor 2, Personnel Knowledge & Experience:	Limited to not more than 20 pages
Volume II, Past Performance	15 pages (2 pages per contract listed not to exceed 5 plus additional information such as metrics, letters, etc. Letters of consent to release past performance information are not included in the page count.)
Volume III, Pricing	No page limit

d. Proposal Content.

1. Volume I, Technical: Volume I must be clearly marked VOLUME I TECHNICAL PROPOSAL, W15QKN-15-R-0048. Volume I shall submit an approach that clearly demonstrates evidence of full capability and experience that their team possesses for executing training instructor services for the Army Logistics University to meet all PWS requirements. As a minimum, it shall address the following areas:

A. Subfactor (1) Management Plan. Submit a Management Plan (not more than 20 pages) that describes the approach and methodology of meeting the requirements of the PWS, Specific Tasks, section C.5.

B. Subfactor (2) Personnel Knowledge & Experience (not more than 20 pages) that demonstrates proposed instructors work experience and qualifications as they pertain to required OCS Instructor Qualifications identified in PWS Technical Exhibit Four:

1. Resume for each proposed instructor.
2. DAWIA Level III Certificate for each proposed instructor.
3. Unofficial transcripts for each proposed instructor.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W15QKN-15-R-0048 MOD/AMD	Page 66 of 70 REPRINT
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Name of Offeror or Contractor:

4. Self-certification of proposed instructors required physical capabilities

5. Certificate of completion of the Army OCS course or the equivalent, Joint OCS Planning and Execution Course.

2. Volume II, Past Performance: Volume II must be clearly marked VOLUME II PAST PERFORMANCE PROPOSAL, W15QKN-15-R-0048 subject to the following:

(a) The Government will evaluate the quality and extent of offeror's performance deemed relevant to the requirements of this RFP. The Government will use information submitted by the offeror and other sources such as other Federal Government offices and commercial sources to assess performance. Provide a list of no more than five (5), of the most relevant contracts performed for customers within the last three (3) years. Relevant contracts include performance of efforts of similar scope and magnitude involving instructor services. The evaluation of past performance information will take into account past performance information regarding predecessor companies, key personnel who have relevant experience, or subcontractors that will perform a major portion of the work where such information is relevant to the instant acquisition. In the case of an offeror without a record of relevant past performance or is so sparse that no meaningful past performance rating can be reasonably assigned, the offeror may not be evaluated favorably or unfavorably on past performance. Therefore, the offeror shall be determined to have unknown past performance. Furnish the following information for each contract listed:

(1) Company/Division Name

(2) Product/Service

(3) Contract Number, Award Date, and Contract Type

(4) Price/Cost. Original awarded and final (or projected final, if contract is current).

(5) Delivery Schedule. Original and final (or projected final, if contract is current).

(6) Procuring Contracting Officer (PCO). Name, telephone number and email address

(7) Administrative Contracting Officer (ACO). Name, telephone number and email address

(8) Government or commercial technical representative or Contracting Officers Representative (COR) name, telephone number, and email address.

(9) Identify in specific detail for each contract listed, why or how you consider that effort relevant or similar to the effort required by this solicitation. In determining relevancy, consideration should be given but not limited to such things as service similarity, service, size and complexity, contract type, contract environment, division of company proposing, and subcontractor interaction.

(10) Comments regarding any known performance deemed unacceptable to the customer, or not in accordance with the contract terms and conditions and efforts to avoid recurrence/overcome.

(b) Past Performance Questionnaire See Attachment 2. For the contracts identified on each Specific Relevant Contract Reference, the offeror shall forward a copy of the Past Performance Questionnaire to the points of contact responsible for monitoring performance under such contracts. The points of contact shall return the questionnaires directly to lorraine.m.carruba.civ@mail.mil by the date identified in the questionnaire cover letter. Any questionnaires not returned directly by the POC identified will not be reviewed and evaluated. The information contained in the questionnaires will be used to evaluate the offerors past performance. New entities that have no past customers shall annotate that they have had no previous clients and that the questionnaires cannot be provided.

(c) Past performance information pertaining to a subcontractor cannot be disclosed to the prime offeror without the subcontractors consent. Provide with the proposal, a letter from all subcontractors that will perform major or critical aspects of the requirement, consenting to the release of their past performance information to the prime Contractor.

(d) Offerors are reminded that both independent data and data provided by offerors in their proposals may be used by the Government to evaluate offeror past performance.

3. Volume III, Pricing: Volume III must be clearly marked VOLUME III PRICING PROPOSAL, W15QKN-15-R-0048. Volume III shall include the following information:

(a) Complete blocks 12, 17a & b, and 30a, b & c of the RFP, SF 1449. Signed originals shall be included for all documents requiring a signature of an offeror. In doing so, the offeror accedes to the contract terms and conditions as written in the RFP. Use of reproductions of signed originals is authorized in the succeeding copies of the proposal.

(b) Insert proposed unit and extended prices in the Pricing Schedule for each Contract Line Item Number (CLIN) or Sub-Contract Line Item Number (SLIN). The extended amount must equal the whole dollar unit price multiplied by the number of units. Prices shall not extend past the second decimal point for unit and extended amounts. The proposal must be submitted for Ordering Years One, Two and Three. CLIN pricing should be inclusive of all labor, labor burden, G&A and profit.

(c) Include CAGE Code and Tax ID Number. Complete the necessary fill-ins and certifications in provisions and return with proposal to

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Name of Offeror or Contractor:		
include FAR Provision 52.212-3, Offeror Representations and Certifications Commercial Items, unless representations and certification are currently completed in SAM and identify as such.		
(d) A total evaluated price will be computed for each offeror. The Government will evaluate its Option to Extend Services under FAR Clause 52.217-8 by adding six months (or 50%) of the Offerors total price for all Ordering Year Three CLINs (CLINs 3001-3004). Offerors shall not submit a price for the potential six month extension of services period. The total evaluated price will be calculated by summing prices for CLINs 1001-1004, 2001-2004, 3001-3004 and the Option to Extend Services price.		
15. Replace paragraph (c) of FAR Clause 52.212-1, Instructions to Offerors-Commercial Items, titled Period of acceptance of offers with the following instruction:		
(c) Period of acceptance of offers/proposals. The offeror agrees to hold the prices in its offer/proposal firm for 120 days from the date specified for receipt of offers/proposals.		
16. Replace paragraph (e) of FAR Clause 52.212-1, Instructions to Offerors-Commercial Items, titled Multiple offers with the following instructions:		
(e) Multiple offers/proposals. Offeror shall submit only one offer/proposal presenting the terms and conditions or commercial items for satisfying the requirements of this solicitation.		
17. Replace paragraph (h) of FAR Clause 52.212-1, Instructions to Offerors-Commercial Items, titled Multiple Awards with the following:		
(h) Multiple awards. The Government will award on an all or none basis.		
*** END OF NARRATIVE L0002 ***		

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Name of Offeror or Contractor:

EVALUATION FACTORS FOR AWARD

	Regulatory Cite	Title	Date
1	52.217-5	EVALUATION OF OPTIONS	JUL/1990

A. BASIS FOR AWARD

A.1. The Government intends to award a single Firm Fixed price (FFP) contract with cost reimbursement (no fee) line item(s) for Travel utilizing Lowest Price Technically Acceptable (LPTA) best value source selection procedures for Operational Contract Support Training Instructor Services. This procurement is set aside 100% for small businesses.

A.2. Award will be based upon a Lowest Price Technically Acceptable basis with appropriate consideration given to the following evaluation factors, and any associated sub-factors:

- Factor 1: Technical
 - Sub-factor 1: Management Plan
 - Sub-factor 2: Personnel Knowledge & Experience
- Factor 2: Past Performance
- Factor 3: Price

A.3. Each responsive Offeror will be evaluated against the evaluation criteria to determine whether the offeror has the technical expertise and personnel required to provide the training instructor services. The Government will assign a rating of Acceptable or Unacceptable for all the non-price factors. In order to be considered for award, there must be an Acceptable rating in every non-price Factor.

A.4. The Government will award a new contract resulting from this Request for Proposal (RFP) to the responsible Offeror whose proposal conforming to the RFP, is technically acceptable with the lowest price. The Government intends to award a contract without discussion. However, the Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary.

A.5. Proposals that are unrealistic in terms of technical or schedule commitments or contain unbalanced prices may be considered indicative of a lack of understanding of the complexity of the contract requirements and may be determined Unacceptable.

A.6. If an Offeror takes exception to any of the terms and conditions of the solicitation, the offer may not be considered for contract award. All Offerors are urged to ensure that their initial proposals are submitted with the most favorable terms in order to reflect their best possible potential.

B. FACTORS AND SUB-FACTORS TO BE EVALUATED

B.1. The Government will evaluate each proposal and assess the results of the following Factors and Sub-factors:

- Factor 1: Technical
 - Sub-factor 1: Management Plan
 - Sub-factor 2: Personnel Knowledge & Experience
- Factor 2: Past Performance
- Factor 3: Price

C. EVALUATION APPROACH

C.1. TECHNICAL EVALUATION APPROACH

C.1.1 Careful, full, and impartial consideration will be given to all proposals received pursuant to the RFP. Government personnel will evaluate each proposal Factor.

C.1.2 The overarching evaluation approach for all non-price Factors is as follows:

- a. Adequacy of Response. The proposal will be evaluated to determine whether the Offerors methods and approach have adequately and completely considered, defined, and satisfied the requirements specified in the RFP. The proposal will be evaluated to determine whether each requirement has been addressed in the proposal in accordance with the proposal submission section of the RFP.
- b. Feasibility of Approach. The proposal will be evaluated to determine the extent to which the proposed approach is workable and the end results achievable. The proposal will be evaluated to determine the extent to which successful performance is contingent upon proven devices and techniques. The proposal will be evaluated to determine whether the Offeror will be able to successfully complete

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Name of Offeror or Contractor:

the proposed tasks and technical requirements within the required schedule.

C.1.3. The following definitions will also be used in the evaluation process:

C.1.3.1. Deficiency: A material failure of a proposal to meet a Government requirement or a combination of significant weaknesses in a proposal that increases the risk of unsuccessful contract performance to an unacceptable level.

C.1.3.2. Significant Weakness: A significant weakness in the proposal is a flaw that appreciably increases the risk of unsuccessful contract performance.

C.2. FACTOR 1: TECHNICAL

C.2.1. In order for the Offeror to be considered technically acceptable, the Government will make a determination by evaluating the following sub-factors. The contractor must receive an Acceptable rating for the technical Factor and each of the Sub-Factors to receive consideration for award. The Technical Factor is comprised of the following Sub-factors:

Sub-factor 1: Management Plan: The minimum requirements have been met if the management plan lays out a clearly defined approach that will meet the requirements of the PWS, Specific Tasks, section C.5.

Sub-factor 2: Personnel Knowledge & Experience: The minimum requirements have been met if documentation provided for proposed instructors satisfies the qualifications identified in PWS Technical Exhibit Four (Solicitation Attachment 0006), OCS Instructor Qualification Verification Form.

C.2.2. The content of the written proposals and written responses to the Technical Factor and Sub-Factors will be evaluated to determine whether the requirements and objectives set forth in the PWS are satisfied. During evaluations of each proposal, the Government will assign the Technical sub-factors a single adjectival rating of either Acceptable or Unacceptable. The Sub-factor ratings will then be rolled up for the overall Technical rating.

C.2.3. The Government will use the following Technical Acceptable/Unacceptable ratings:

Rating	Description
Acceptable	Proposal clearly meets the minimum requirements of the solicitation.
Unacceptable	Proposal does not clearly meet the minimum requirements of the solicitation.

C.3. FACTOR 2: PAST PERFORMANCE

C.3.1. The Government will evaluate the Offerors record of past and current performance to ascertain the probability of successfully performing the required efforts of the PWS. The past performance evaluation will assess the level of relevance the Offeror's recent past performance demonstrates with respect to the requirements of this effort and the relative risks associated with an Offeror's likelihood of success in performing the solicitation's requirements as indicated by that Offeror's record of past performance.

C.3.2. For the purpose of evaluating proposals, recent is defined as occurring within the following time standards: 1) occurring within the past 3 years (from the issue date of this RFP), or 2) awarded earlier than 3 years ago, but for which deliveries/services occurred or were scheduled to occur within the past three years (from the issue date of this RFP). However, the Government may evaluate any performance in the period subsequent from the closing date, but prior to the date of award. Relevant is defined as work similar in complexity and magnitude to the work of the PWS in terms of size, scope and complexity of the efforts. Major/key subcontractors are defined as those that will be providing critical hardware or whose subcontract is for more than 25% of the total proposed price.

Past Performance Relevancy Definitions:

Rating	Definition
Relevant	Present/past performance effort involved similar scope and magnitude of effort and complexities this solicitation requires
Not Relevant	Present/past performance effort involved little or none of the scope and magnitude of effort and complexities this solicitation requires.

C.3.3. This evaluation will encompass all aspects of schedule, performance and supportability, including the Offerors detailed record of: 1) compliance of products, services, documents, and related deliverables to specification requirements and standards of good workmanship; 2) commitment to customer satisfaction and business-like concern for customers interest, and 3) timeliness of performance for services and product deliverables, including the administrative aspects of performance.

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Name of Offeror or Contractor:		
<p>C.3.4. Based on the Offerors previous and current experience and performance on same or similar items (maximum 3 years) including the frequency of cost growths and schedule delays, the Government will assess those risks associated with the Offerors past performance. The Government will focus its inquiry of the Offerors record of performance as it relates to all solicitation requirements, including cost, schedule, and quality of product, timeliness of performance, business practices, and customer significant achievement. Offeror are cautioned that the Government may use data obtained from other sources.</p>		
<p>C.3.5. Factor 2 Past Performance Factor Ratings: The evaluation will result in a single rating. A rating of Acceptable or Unacceptable will be assigned to the offerors past performance submission.</p>		
Rating Acceptable	Description Based on the Offerors performance record, the Government has a reasonable expectation that the Offeror will successfully perform the required effort or the Offerors performance record is unknown.	
Unacceptable	Based on the Offerors performance record, the Government has no reasonable expectation that the Offeror will be able to successfully perform the required effort.	
<p>NOTE: In the case of an Offeror without a record of relevant past performance or for whom information on past performance is not available or so sparse that no meaningful past performance rating can be reasonably assigned, the Offeror may not be evaluated favorably or unfavorably on past performance (see FAR 15.305 (a) (2) (iv)). Therefore, the Offeror shall be determined to have unknown past performance. In the context of Acceptability/Unacceptability, unknown shall be considered Acceptable. Additionally, an unacceptable performance rating will be considered any information that supports a less than satisfactory rating from sources where the information is from informal rating systems such as PFIRS or FAPPIS.</p>		
<p>C.4. FACTOR 3 PRICE</p>		
<p>C.4.1. The Government intends to make a single award as a result of the RFP. The Government will select for award the proposal that is technically acceptable and the lowest total evaluated price. The total evaluated price will be calculated by summing the evaluated prices for CLINs 1001-1004, 2001-2004, 3001-3005 and the Option to Extend Services evaluated price.</p>		
<p>C.4.2. The total evaluated price will be used in the performance of a price analysis in accordance with FAR 15.404-1(b) in order to determine price reasonableness. If deemed necessary by the Contracting Officer, a cost analysis may be performed per FAR 15.404-1(c). Due to the competition anticipated for this effort, certified cost or pricing data is not required. However, the Government reserves the right to request data other than certified cost or pricing data if deemed necessary. Pursuant to DFARS 215.371-3, if only one offer is received, certified cost or pricing data may be required.</p>		
<p>C.4.3. Unbalanced pricing exists when, despite an acceptable total evaluated price, one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.</p>		

*** END OF NARRATIVE M0001 ***

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. Contract ID Code Firm Fixed Price		Page 1 Of 10	
2. Amendment/Modification No. 0006		3. Effective Date 2015JUL15		4. Requisition/Purchase Req No. SEE SCHEDULE		5. Project No. (If applicable)	
6. Issued By ARMY CONTRACTING COMMAND - NJ LORRAINE CARRUBA 5418 SOUTH SCOTT PLAZA JOINT BASE MDL, NJ 08640 EMAIL: LORRAINE.M.CARRUBA.CIV@MAIL.MIL		Code W15QKN		7. Administered By (If other than Item 6)		Code	
8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code)				<input checked="" type="checkbox"/>		9A. Amendment Of Solicitation No. W15QKN-15-R-0048	
						9B. Dated (See Item 11) 2015MAY29	
				<input type="checkbox"/>		10A. Modification Of Contract/Order No.	
						10B. Dated (See Item 13)	
Code		Facility Code					

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☒ The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers

☐ is extended, ☒ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 15, and returning 2 signed copies of the amendments; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. **FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER.** If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. Accounting And Appropriation Data (If required)

13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS
It Modifies The Contract/Order No. As Described In Item 14.

- | | | |
|--------------------------|---|--|
| <input type="checkbox"/> | A. This Change Order is Issued Pursuant To:
The Contract/Order No. In Item 10A. | The Changes Set Forth In Item 14 Are Made In |
| <input type="checkbox"/> | B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b). | |
| <input type="checkbox"/> | C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of: | |
| <input type="checkbox"/> | D. Other (Specify type of modification and authority) | |

E. IMPORTANT: Contractor ☐ is not, ☐ is required to sign this document and return _____ copies to the Issuing Office.

14. Description Of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

SEE SECOND PAGE FOR DESCRIPTION

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. Name And Title Of Signer (Type or print)		16A. Name And Title Of Contracting Officer (Type or print)	
15B. Contractor/Offoror (Signature of person authorized to sign)	15C. Date Signed	16B. United States Of America By _____ /SIGNED/ (Signature of Contracting Officer)	16C. Date Signed

NSN 7540-01-152-8070

PREVIOUS EDITIONS UNUSABLE

30-105-02

STANDARD FORM 30 (REV. 10-83)

Prescribed by GSA FAR (48 CFR) 53.243

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SECTION A - SUPPLEMENTAL INFORMATION

Buyer Name: LORRAINE CARRUBA

Buyer Office Symbol/Telephone Number: ACC-NJ-ES/(609)562-3195

Type of Contract 1: Firm Fixed Price

Type of Contract 2: Cost No Fee

Kind of Contract: Service Contracts

*** End of Narrative A0000 ***

The purpose of this amendment is to effect the following changes:

1. Revise technical exhibit four dated 13 July 2015.
2. Revised paragraph C-1.9 of the Performance Work Statement.

All other terms and conditions remain unchanged.

*** END OF NARRATIVE A0009 ***

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Name of Offeror or Contractor:		
SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT		
PERFORMANCE WORK STATEMENT (PWS)		
5/15/2015 10:37 AM		
Army Logistics University, College of Professional Continuing Education		
Instructor Services for Operational Contract Support (OCS)		
Instructor & Training Support Contract (ITSC)		
<p>C-1. GENERAL: This is a non-personal services contract to provide instructor services. The Government shall not exercise any supervisory or control over the contract service providers performing the services herein. Such contract service providers shall be accountable solely to the Contractor who, in turn is responsible to the Government. This contract does not require full-time support from the contractor; rather, the contractor will provide services only at those times and places specified in advance by the Government, and will only be paid for those periods when services are provided.</p>		
<p>C-1.1 Description of Services: During the two-week training periods identified by the Government, the contractor shall provide all instructors, transportation, supervision, and non-personal services necessary to perform instructor services as defined in this performance work statement (PWS) except for those items specified as government furnished property and services (see C-3). The contractor shall perform to the standards in this contract.</p>		
<p>C-1.2 Background: The Operational Contract Support (OCS) course is a 73 hour course developed and managed by the United States Army Logistics University (ALU) and certified by the United States Army Training and Doctrine Command (TRADOC). The course normally lasts ten academic days, and prepares graduates to anticipate and develop OCS requirements and to plan for and manage OCS in support of contingency operations. The primary training audience for the course is military personnel in the grade of E-6 through O-6, but all D personnel involved in developing requirements for services acquisition will benefit from the course. The majority of students are US Army personnel, who receive a skill identifier of 3C upon graduation. All DOD military and civilians are eligible to attend the course. In the OCS course, students learn contractor management; integration of operational contract support requirements into the military decision making process; development of acquisition ready requirements packages, including performance work statements, independent government estimates, letters of justification, and quality assurance surveillance plans; and integration of operational contract support requirements into the unit spend plan process.</p>		
<p>C-1.3 Objectives: For each course assigned, the Contractor shall provide all instructional service to include: 1) Preparation, 2) Classroom Instruction, 3) Student Assessment, 4) Remediation, and 5) Course Administration.</p>		
<p>C-1.4 Scope of Work: The objective of this effort is to augment ALU faculty during specified two week periods in support of the ALU training mission. The contractor shall coordinate classroom, equipment and administrative support and provide instructional services Fort Lee, Virginia and at other locations in the continental United States (CONUS) to support a maximum of 14 courses per year. Contractor instructors shall provide performance-oriented training as directed, using the TRADOC approved program of instruction (attached as Technical Exhibit One). Instructors shall meet all qualifications identified in Technical Exhibit Four, complete all necessary travel arrangements, course preparation and administrative requirements, and ensure students complete all assignments, practical exercises, examinations and meet all terminal learning objectives (TLOs) identified in the Program of Instruction (POI). The U.S. Government will provide the contractor with at least 14 days notice on any changes to the curriculum or course schedule. Annual course load may vary depending on DOD and HQDA requirements. The Government will avoid scheduling the Contractor to teach concurrent or consecutive (back-to-back) courses. The current course schedule is available online at the Army Training Requirements and Resources System (ATTRS) course catalogue: https://www.attrs.army.mil/attrsc/courseInfo.aspx?fy=2015&sch=907&crs=9E-SI3C%2fASI3C%2f950-ASI3C&crstitle=OPERATIONAL+CONTRACT+SUPPORT&phase=.</p>		
<p>C-1.5 Place of Performance: Fort Lee, VA and other training locations within CONUS, as required by the course schedule.</p>		
<p>C-1.6 Travel: The US Government will reimburse the Contractor for authorized travel in accordance with joint travel regulations and published per diem rates. The Government will provide the Contractor with two (2) weeks written notice prior to any required travel to Government or other locations. The Contractor shall submit all cost estimates to the COR for review and approval before authorized travel begins. Prior approval and coordination by the COR is required before any travel begins and funds are utilized. In all instances, Contractor shall use the government per diem table for travel costs estimates. Contractor instructors shall purchase airline tickets in a timely manner to enable lowest cost possible. Contractor instructors shall provide cost estimates for rental cars to include source used, to select type of vehicle, estimated rental rate and total charges. Upon completion of travel, contractor employees shall submit all receipts and travel costs for approval by COR before submitting to Contractor for re-imbursement.</p>		
<p>C-1.7 Contract Modifications. The Contractor shall alert the Contracting Officer (KO) and Contracting Officers Representative (COR) of any Government requested changes to this PWS that will impact scope (schedule/cost). Prior to execution of any changes which impact scope, the contractor shall seek the Contracting Officers approval. The contractor shall not perform any services beyond those specified in the PWS until a contract modification has been executed by the Contracting Officer authorizing the requested changes.</p>		
<p>C-1.8 Holidays and Base Closures. The Army Logistics University will not conduct classes if an installation closes due to emergency conditions, such as inclement weather, and will normally avoid scheduling classes during federal holidays. Contractor employees may travel to or from training sites during federal holidays. When a federal holiday or base closing occurs in the middle of a scheduled</p>		

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Name of Offeror or Contractor:		
course, the contract instructor will modify the remainder of the course schedule in coordination with the COR.		
C-1.9 Hours of Operation. When teaching courses, the Contractor shall begin training at Fort Lee or at the designated training location no later than 0800 hours and will complete training no later than 1700 hours (including lunch hour), Monday through Friday, except Federal holidays or when the Government facility is closed (for example, due to inclement weather). The Contractor shall not conduct training on weekends or federal holidays without prior coordination between the COR and the supported unit. The Contractor may have to travel on weekends and/or holidays to support the Government's training schedule.		
C-1.10 Personnel. Prior to performing work on this contract, the contractor shall provide the COR with a current listing of employees to include full name and contact information, and will notify the COR of any subsequent changes in contractor personnel during the execution of the contract. To ensure the uninterrupted performance of all tasks defined within this PWS, the Contractor shall maintain an adequate workforce with the requisite technical expertise, experience, and skills (see Technical Exhibit Four). The Contractor shall notify the KO or COR of any real or potential deficiencies in personnel availability. This provision does not relieve the contractor of any performance requirements.		
C-1.11 Security Requirements: The Contractor shall secure information, information technology (IT) systems and government furnished property in compliance with applicable Department of the Army policies and regulations. Note that all subsequent references to contractor and sub-contractor employees apply to all contract instructors.		
C.1.11.1 Background Checks: Contract instructors shall obtain, at a minimum, a National Agency Check with Inquiries (NACI) in accordance with Army Regulation 25-2, Information Assurance Training, prior to starting employment under the terms of this contract. The Contractor shall forward investigation results to the Contracting Officers Representative within five days after contract instructors are hired.		
C-1.11.2 Anti-Terrorism (AT) Awareness Training: All contractor employees, to include sub-contractor employees, requiring access to Air installations, facilities and controlled access areas shall complete Anti-Terrorism (AT) Level I awareness training within 30 calendar days after contract start date. The Contractor shall submit certificates of completion for each affected contractor employee and subcontractor employee to the COR, or the contracting officer, if a COR is not assigned, within 10 calendar days after completion of training by all employees and subcontractor personnel. AT Level I Training is available at the following website: https://atlevel1.dtic.mil/at/ .		
C-1.11.3 Access and General Protection/Security Policy and Procedures. Contractor and all associated sub-contractors employees shall comply with applicable installation, facility and area commander installation/facility access and local security policies and procedures (provided by government representative). The contractor shall also provide all information required for background checks to meet installation access requirements to be accomplished by installation Provost Marshall Office, Director of Emergency Services or Security Office. Contractor workforce must comply with all personal identity verification requirements as directed by DOD, HQDA and/or local policy. In addition to the changes otherwise authorized by the changes clause of this contract, should the Force Protection Condition (FPCON) at any individual facility or installation change, the Government may require changes in contractor security matters or processes.		
C-1.11.4 Local iWATCH Program. The contractor and all associated sub-contractors shall brief all employees on the local iWATCH program (training standards provided by the requiring activity anti-terrorism officer). This local developed training will be used to inform employees of the types of behavior to watch for and instruct employees to report suspicious activity to the COR. This training shall be completed within 30 calendar days of contract award and within 10 calendar days of new employees commencing performance with the result reported to the COR NLT 45 calendar days after contract award.		
C-1.11.5 Information System Access. All contractor employees with access to a government information system must be registered in the ATCTS (Army Training Certification Tracking System) at commencement of services, and must successfully complete the DOD Information Assurance Awareness training prior to gaining access to the information systems and then annually thereafter.		
C-1.11.6 Operations Security (OPSEC) Awareness Training: Per AR 530-1, Operations Security, the new contractor employees must complete Level I OPSEC training within 30 calendar days of their reporting for duty. All contractor employees must complete annual OPSEC awareness training. Once training has been completed, the contractor shall provide completion certificates to the COR. Training is available at: https://cdsetrain.dtic.mil/opsec/index.htm .		
C-1.11.7 Information Assurance (IA) Awareness Training: All contractor employees and associated sub-contractor employees must complete the DOD Information Assurance Awareness Training and sign an Acceptable Use Policy (AUP) before issuance of network access and annually thereafter. Training is available at: https://ia.signal.army.mil/DoDIAA/ . Once training has been completed, the Contractor shall provide completion certificates to the COR within ten calendar days. The Contractor shall ensure that contractor employees complete this training within 15 calendar days after beginning employment.		
C-1.11.8 Common Access Cards (CAC). Contract instructors will require access to unclassified Department of Defense (DoD) information systems. The contractor shall coordinate with the COR to obtain Government-issued Common Access Cards (CAC) for all contract instructors performing work on this contract. The Government requires a Federal Bureau of Investigation (FBI) fingerprint check with favorable results and submission of a NACI or DoD determined equivalent investigation prior to issuance of CAC (see paragraph C-1.11.1).		

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C-1.11.9 Trusted Associated Sponsorship System (TASS): The Contractor shall provide the COR with contract instructors name, social security number, date of birth and email address for entry into the TASS database. This database enables the Government to verify contract instructors personal information when applying for or renewing common access cards (CAC). Once the contract instructors information is registered, the COR will electronically forward an enrollment form to the contract instructor. After the contract instructor completes the form, the COR will verify the requirement for CAC access and the contract instructor will receive a CAC card the designated in-processing facility. Upon employee termination, the contract instructor shall return all government-issued identification to the COR within two business days.

C-1.12 Employment Restrictions. The Government may restrict access to government facilities for any contract instructors deemed to be potential threat to the health, safety, general well-being or operational mission on the installation or its population. Such restrictions do not relieve the Contractors responsibility to provide the services specified in this contract.

C-1.12.1 Instructor Evaluation. During the first 120 days of employment, contract instructors shall successfully complete faculty development training (See C.3.1). During this initial period, Contract instructors shall teach courses at ALU, receive feedback from the Course Director, and teach additional lessons as needed. Contract instructors shall demonstrate acceptable teaching techniques as determined by the COR and senior leaders from ALU. The COR will evaluate contract instructors for effective teaching methods IAW Technical Exhibit Five.

C-1.12.2 Termination of Employees. Upon termination of any contract instructor, the Contractor shall notify the COR of the action no later than the end of the next duty day. The Contractor shall return all Government issued identification and equipment for that person not later than the within two business days after termination.

C-1.13 Contractor Conduct. Contract instructors shall comply with standards of conduct generally required of similarly situated active duty personnel, to include standards imposed by the Joint Ethics Regulation (JER); Army regulations; and ALU policy memos, directives, laws and regulations. Upon receipt of allegations or other indications of misconduct or conduct that reflects negatively on the Army ALU involving contractor personnel, the contractor will be notified and shall be required to investigate the matter fully and provide corrective actions to the contracting officer. If the employee is determined by the Government as unfit, then the Government may take action in accordance with paragraph 1.12 above.

C-1.14 Professional Appearance. Contractor shall adhere to ALU dress code. Professional business attire for men includes collared shirts, neck ties, and sports jackets. Professional business attire for women includes skirts, slacks and dress blouses. It does not include casual attire in any manner, such as blue jeans, cotton leggings, shorts, sandals, sneakers, sundresses, lycra or spandex clothing, or t-shirts. Hair must be neat and well groomed. Piercings and tattoos shall not be visible.

C-1.15 Treatment of Students. Contract instructors shall treat all students in a professional manner and shall not accept personal remuneration for services rendered in the performance of duty. Acceptance of gifts and participation in social activities by Contract instructors shall be in accordance with the Joint Ethics Regulations and other applicable Federal regulations.

C-1.16 Prohibition of Photography on the Installation. In accordance with ALARACT 087-2008, Commercial Imagery 1, Department of Defense Instruction Number 5200.08, 10 Dec 05, and Department of Defense 5200.08-R, Physical Security Program, 9 Apr 07, contractors in support of Government contracts shall not take photographs or videotape on the installation without the Senior Commanders written approval. Approval shall be coordinated in advance through the COR.

C-1.17 Media Requests. Contract instructors contacted by the media shall refer the request to the COR. Contract instructors should not discuss any matters with the media and if approached should refer individuals to the COR.

C-1.18 Restricted Access to Military Installations. In performance of this contract, contractor instructors shall routinely perform work on US military installations with 100% controlled access. Controlled access means there will be military police or DoD Security Guards located at entry gates. Vehicles entering the installation may be subject to stop and search procedures. At times of increase security alerts, control may be increased or access may be restricted completely. Some gates may be closed during periods of the day night.

C-1.19 Contractor Manpower Report (CMR): The Contractor shall report all contract instructor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for the Army Logistics University instructor services via a secure data collection site. The contractor shall complete all required data fields using the following web address: <http://www.ecmra.mil/>, and then click on Department of the Army CMRA. Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year. Contractors may direct questions to the help desk by clicking on Send an email which is located under the Help Resources ribbon on the right side of the login page of the applicat Service/Components CMR website.

C-2. ACRONYMS:

C-2.1 Adaptive Learning Model (ALM): An educational model that provides a learning environment that fosters 21st century Soldier competencies with instructional strategies, expert facilitators and technologies that support the learner.

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C-2.2 Army Logistics University (ALU): Located at Fort Lee, Virginia, the Army Logistics University provides professional military education, civilian education, and joint, multinational, and interagency education supporting Americas Army logistics leaders of today and tomorrow.		
C-2.3 Contracting Officer (KO): An individual with delegated contracting authority to enter into, administer, and terminate contracts on behalf of the government		
C-2.4 Contracting Officers Representative (COR): A representative from the requiring activity assigned by the Contracting Officer to perform surveillance and to act as liaison between contracting and the contractor.		
C-2.5 Course Director: Refers to the individual responsible for courses within a specific curriculum.		
C-2.6 Defective Service: A service output that does not meet the standard of performance associated with it in the Performance Work Statement.		
C-2.7 Developmental Feedback: Feedback designed to enhance student performance. Techniques include demonstrations, coaching and mentoring.		
C-2.8 Instructor Contact Hours: The number of hours an instructor is in direct contact with students instructing, facilitating, or monitoring.		
C-2.9 Joint OCS Planning and Execution Course (JOPEC): JOPEC is a two-week course sponsored by the J4 that trains operational and strategic planners to integrate OCS considerations within the campaign planning process.		
C-2.10 Mobile Training Team (MTT): Team consisting of one or more US military or civilian personnel sent on temporary duty to give instruction at a non-resident course.		
C-2.11 Non-resident (on-site) Course: Training course delivered at a location other than the ALU campus at Fort Lee, Virginia.		
C-2.12 Operational Contract Support (OCS): the process of planning for and obtaining supplies, services, and construction from commercial sources in support of joint operations (reference Joint Publication 4-10, dated 16 July 2014).		
C-2.13 Performance Work Statement (PWS): A specific part of the contract that describes the required results in clear, specific, and objective terms with measurable outcomes.		
C-2.14 Professional Appearance: This standard requires professional attire and personal grooming.		
C-2.15 Professional Conduct: Contract instructors shall perform their duties in a timely, courteous and professional manner. Contract instructors shall provide developmental feedback to students as part of classroom instruction and assessment.		
C-2.16 Program of Instruction (POI): A course outline that identifies topics, learning objectives, sequence, methods of instruction a learning assessments to be used as foundation for material covered in classroom instruction.		
C-2.17 Quality Assurance: Those actions taken by the government to assure services meet the requirements of the Performance Work Statement.		
C-2.18 Quality Assurance Surveillance Plan (QASP): A written document developed by the COR which specifies the surveillance methodology and acceptable quality level for monitoring the performance of the contractor in compliance with the PWS.		
C-2.19 Quality Control: Actions taken by a contractor to monitor the performance of services to ensure they meet the requirements of the PWS.		
C-2.20 Synchronized Pre-Deployment and Operational Tracking System. The Department of Defense joint, web-based enterprise suite designed to manage, track, and maintain visibility of contractors and contract capabilities being used overseas.		
C-2.21 Training Resource Arbitration Panel (TRAP): A TRADOC-managed process to request, review and approve training requests. All requests for changes to the established requirements are reviewed and approved by a TRAP. Such requests may result in a decrease or increase to the training load for that FY.		
C-2.22 Wide Area Workflow (WAWF). A secure Web-based system for electronic invoicing, receipt and acceptance, WAWF creates a virtual folder to combine the three documents required to pay a Vendor - the Contract, the Invoice, and the Receiving Report. The WAWF application enables electronic form submission of Invoices, government inspection, and acceptance documents in order to support DoD's goal of moving to a paperless acquisition process.		

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Name of Offeror or Contractor:**C-3. GOVERNMENT FURNISHED ITEMS AND SERVICES:**

C-3.1. Services: The Government will provide limited administrative support, such as making copies of exams and certificates, and will coordinate Contract instructors attendance at the one-week Faculty Development Phase One (FDP1) course. The Contractor shall pay a reimbursable fee to the Government of \$1917.00 for each Contract instructor attending the course, and shall submit claims for reimbursement to the COR.

C-3.2 Facilities: The Government will provide necessary workspace for Contract instructors to provide the support outlined in the PWS include desk space, classrooms, and other Government facilities to support this contract. The facilities shall only be used for the performance of this contract.

C-3.3 Utilities: All utilities in the Government facility will be available for the contractors use in performance of tasks outlined in this PWS. The Contractor shall provide its employees with training in utility conservation practices. The contractor shall operate under conditions that preclude the waste of utilities within limitations that most people would consider reasonable when using the Government facilities. Contract instructors will pay special attention to conservation of audio visual equipment, especially projector lamps.

C-3.4 Equipment: The Government will provide Contract instructors with access to computers, scanners, fax machines, printers, telephones, information systems, audio visual equipment and peripheral equipment required to meet the requirements under this PWS, to include expendable classroom supplies such as easel paper and dry erase markers. In addition, Contract instructors shall maintain accountability for government furnished items in accordance with AR 735-5 and shall inventory and sign hand receipts for accountability of Government-issued equipment. The Contractor shall replace any Government property lost, damaged or destroyed while in the contractors custody.

C-3.5 Course materials. The Government will provide Contract instructors with all media, courseware and examination materials necessary to deliver the course. Contract instructors shall ensure positive control and accountability of examinations and test materials in accordance with Chapter Ten, Test Control and Accountability, of the ALU SOP.

C-3.6 Key Control: The Contractor shall establish and implement methods of making sure all keys/key cards issued to the Contractor by the Government are not lost or misplaced and are not used by unauthorized persons. NOTE: All references to keys include key cards. keys issued to the Contractor by the Government shall be duplicated. The Contractor shall develop procedures covering key control that shall be included in the Quality Control Plan. Such procedures shall include turn-in of any issued keys by personnel who no longer require access to locked areas. The Contractor shall immediately report any occurrences of lost or duplicate keys/key cards to the Contracting Officer.

C-3.6.1 In the event keys, other than master keys, are lost or duplicated, the Contractor shall, upon direction of the Contracting Officer, re-key or replace the affected lock or locks. The Government may choose to replace the affected lock or locks or perform re-keying. When the replacement of locks or re-keying is performed by the Government, the total cost of re-keying or the replacement of the lock or locks shall be deducted from the monthly payment due the Contractor. In the event a master key is lost or duplicated, all locks and keys for that system shall be replaced by the Government and the total cost deducted from the monthly payment due the Contractor.

C-3.7 Manuals: The Government will provide contractor personnel access to Policies and Regulations necessary to meet the requirements under this PWS, including the ALU SOP and TRADOC Pamphlet 525-8-2, The US Army Learning Concept for 2015.

C-3.8: Common Access Card (CAC)/Issued Civilian Identification: refer to paragraph C-1.11.8 above.

C-3.9: Access to automation and telecommunications resources: when accessing Government automation and telecommunications resources, Contract instructors shall comply with all Fort Lee Network Enterprise Center (NEC) policies. More information is available at the following URL: <http://www.nec.lee.army.mil/>.

C-4. CONTRACTOR FURNISHED ITEMS AND RESPONSIBILITIES: The Contractor shall furnish all supplies, equipment, facilities and services required to perform work under this contract that are not listed under Section C-3, GOVERNMENT FURNISHED ITEMS AND SERVICES in this PWS.

C-5. SPECIFIC TASKS:

C-5.1 The Contractor shall provide all instructors, supplies, transportation, supervision, and non-personal services necessary to perform instructor services as defined in this performance work statement (PWS) except for those items specified as government furnish property and services.

C-5.1.1 In support of each designated course, the Contractor shall provide two qualified instructors who meet all requirements identified in Technical Exhibit Four.

C-5.1.2 Contract instructors shall teach principles and concepts and employ educational strategies contained in the TRADOC

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approved OCS program of instruction (POI), to include classroom instruction, discussion, demonstration, practical exercises, testing, and providing oral and written feedback on student products. Instructors will be evaluated using the Training Observation of Instruction Check List listed in Technical Exhibit Five.		
C-5.1.3 Contract instructors shall review doctrine, lessons learned, and any documents identified by the Course Director in order to remain current on OCS issues relevant to the scope of the OCS course.		
C-5.1.4 Contract instructors shall prepare training materials, set up classrooms, and administer class records, such as end-of-course surveys and test question analysis.		
C-5.1.5 Contract instructors shall incorporate their subject matter expertise and personal experience to supplement and enhance course materials in order to contribute to the course terminal learning objectives (TLOs).		
C-5.1.6 Contract instructors shall assist students during classroom assignment of practical exercises and student projects and will provide verbal and written feedback to students on the quality of their assignments.		
C-5.1.7 Contract instructors shall immediately notify the COR regarding classroom situations such as student absences, lack of participation, or disruptive behavior that adversely affect student performance. In the absence of specific guidance, Contract instructors shall comply with procedures outlined in the ALU SOP.		
C-5.1.8 Contract instructors shall administer, grade, and ensure security of testing materials.		
C-5.1.9 The Contractor shall submit all tests, test answer sheets, course evaluations and test analysis form to COR within five business days after course completion. Documents may be submitted by certified mail at Contractors expense.		
C-5.1.10 Contract instructors shall ensure the accuracy of completion certificates and conduct all graduation exercises.		
C-5.1.11 Contract instructors shall provide remedial training and re-testing of students who initially fail to meet course standards.		
C-5.2 Deliverables: Contractor shall provide all deliverables identified below on a regularly scheduled basis and within two business days after any COR inquiry:		
C-5.2.1 Quality Control Plan. The Contractor shall develop and maintain an effective quality control program to ensure services are performed in accordance with this PWS. The Contractor shall develop and implement procedures to identify, prevent, and ensure non-recurrence of defective services. The Contractors quality control program is the means by which he assures himself that his work complies with the requirements of the contract. As a minimum, the Contractor shall develop quality control procedures that address the areas identified in Attachment A, Performance Requirements Summary. After acceptance of the quality control plan the Contractor shall receive the contracting officers acceptance in writing of any proposed change to his QC system. The Contractor shall provide copies of this plan to the COR and the KO no later than the post-award conference. In addition, the Contractor shall notify and coordinate with the COR by email of any onsite visits to observe contract instructor performance.		
C-5.2.2 Quarterly Status Report (QSR) in Word format by e-mail NLT the seventh working day following the reporting period. The QSR shall address all activity under the contract through the last day of the last month of each quarter, to include a summary of travel by course number, course name, contract instructors, location and total expenses claimed.		
C-5.2.3 The Contractor shall respond in writing to COR areas of concern and to specific contract instructor performance evaluations (Technical Exhibit Six).		
C-6. APPLICABLE PUBLICATIONS:		
Army Federal Acquisition Regulation Supplement (AFARS)		
Army Logistics University SOP, January 2015		
ATTP 4-10, Operational Contract Support, June 2011		
ATP 4-92, Contracting Support to Unified Land Operations, 15 October 2014		
Army Regulation 25-2, Information Management, 13 November 2007		
AR 25-50, Preparing and Managing Correspondence, 17 May 2013		
AR 715-9, Operational Contract Support Planning and Management, 20 June 2011		

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Federal Acquisition Regulation (FAR)

Defense Federal Acquisition Regulation Supplement (DFARS)

DoD 5500.7-R, Joint Ethics Regulation, August 1993

FM 4-0, Sustainment, 30 April 2009

FM 4-92, Contracting Support Brigade, 12 February 2010

FM 6-0, Commander and Staff Organization and Operations, 5 May 2014

Joint Publication 4-10, Operational Contract Support, 16 July 2014

TRADOC Pamphlet 525-8-2, The US Army Learning Concept for 2015, 20 January 2011

C-7. TECHNICAL EXHIBIT LIST:

C-7.1 Technical Exhibit One OCS Course Program of Instruction (Attachment 1)

C-7.2 Technical Exhibit Two Performance Requirements Summary (Attachment 2)

C-7.3 Technical Exhibit Three Quality Assurance Surveillance Plan (Attachment 3)

C-7.4 Technical Exhibit Four Instructor Qualifications (Attachment 4)

C-7.5 Technical Exhibit Five Instructor Observation Checklist (Attachment 5)

C-7.6 Technical Exhibit Six - Contract Performance Evaluation Report (Attachment 6)

*** END OF NARRATIVE C0002 ***

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SECTION J - LIST OF ATTACHMENTS

<u>List of Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number of Pages</u>	<u>Transmitted By</u>
Attachment 0006	PWS TE4 OCS INSTRUCTOR QUALIFICATION VERIFICATION FORM	13-JUL-2015	001	EMAIL